REQUEST FOR PROPOSAL FOR DEVELOPMENT OF PROJECTS FOR OPTIMAL UTILISATION
OF LAND RESOURCES AT THE DEPOTS CALCUTTA STATE TRANSPORT CORPORATION

The Transport Department, Government of West Bengal invites sealed proposals on behalf of CSTC for development and lease of certain structures and areas together with proportionate share or interest in surplus land parcels at the Garia 5, Sarsuna and Thakurpukur depots of CSTC:

<table>
<thead>
<tr>
<th>Name of depot</th>
<th>Area of land parcel (in cottahs) [approx]</th>
<th>Last date for receiving bid document cost</th>
<th>Bid due date</th>
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<tbody>
<tr>
<td>Garia 5</td>
<td>104</td>
<td>12/09/2016, 4 pm</td>
<td>19/09/2016, 4 pm</td>
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<tr>
<td>Sarsuna</td>
<td>13</td>
<td>12/09/2016, 4 pm</td>
<td>19/09/2016, 4 pm</td>
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<tr>
<td>Thakurpukur</td>
<td>159</td>
<td>12/09/2016, 4 pm</td>
<td>19/09/2016, 4 pm</td>
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</table>

The project to be developed shall be independent and separated from the rest of the depot and will be offered on lease for a term of 99 years with the provision of renewal for a like term. The Request for Proposal (RfP) document may be downloaded from the Tenders Section of the following websites: [http://www.banglarmukh.gov.in/](http://www.banglarmukh.gov.in/), [http://www.wbfin.nic.in/](http://www.wbfin.nic.in/) and [http://cstc.org.in/](http://cstc.org.in/) from 18/07/2016 onwards.

The selection of lessee for each depot will be through a separate competitive bidding process, as detailed in the RfP document; the qualifying eligibility criteria for each depot is also mentioned therein. The selection of lessee for each depot will be on the basis of the highest Financial Bid received for that particular depot.

**Bid document cost**: Rs. **1,00,000/- [Rupees One lakhs only]** for bidding for each depot, payable by way of Demand Draft (drawn on a Scheduled Bank and payable in Kolkata) in favour of CSTC – Depot Land Commercial Utilisation A/c. If a bidder is interested to submit bids for the projects for more than one depot, a separate Demand Draft should be submitted for each depot, with the name of the bidder and depot clearly mentioned on the reverse side of each Demand Draft. Bidders should also carry a covering letter on their letterhead mentioning the depot(s) for which they intend to pay the bid document cost, as well as their communication details (contact person name with office address, mobile number, landline number, email address). The bid document cost is to be submitted within the above mentioned date to the Accounts Officer II, CTC (3rd floor, Paribahan Bhawan) and receipt obtained against such payment. The receipt must be preserved as it is required to attend the site visit, the pre-bid conference as well as for submission of the bids.

_Sd/-_
(Bhismadeb Dasgupta)
Special Secretary, Transport Department
Government of West Bengal
Phone: (033) 2262 7274
Email: js.transport.gowb@gmail.com
REQUEST FOR PROPOSAL

FOR

DEVELOPMENT AND LEASE OF CERTAIN STRUCTURES AND AREAS

TOGETHER WITH PROPORTIONATE SHARE OR INTEREST IN AN

IDENTIFIED LAND PARCEL WITHIN THE

GARIA - 5 DEPOT OF

CALCUTTA STATE TRANSPORT CORPORATION

TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL

FOR & ON BEHALF OF

CALCUTTA STATE TRANSPORT CORPORATION

RfP No. 13 dated 18th July 2016
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## GLOSSARY

<table>
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<tr>
<th>Term</th>
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<tr>
<td>Applicable Laws</td>
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<td>Associate</td>
<td>As defined in clause 6.8 Explanation</td>
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<td>CD</td>
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<td>Commercial Development Area</td>
<td>As defined in clause 1.1.4</td>
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<td>Construction Requirements</td>
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<td>Damages</td>
<td>As defined in clause 6.8</td>
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<td>Designated Officer</td>
<td>As specified in Appendix I: Data Sheet hereof</td>
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<td>DPS</td>
<td>Detailed Project Specifications</td>
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<td>LOI</td>
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<tr>
<td>Term</td>
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<td>Qualification Bid</td>
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<td>Rs. / INR</td>
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<td>Selected Bidder</td>
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<td>tie bidders</td>
<td>As defined in clause 2.6.3</td>
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The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. Capitalized terms not defined in the RfP shall have the meaning as defined in the Development Agreement or the Deed of Sub-Lease, as applicable.
DISCLAIMER

The information contained in this Request for Proposal document (the “RfP”) or subsequently provided to the bidder(s), whether verbally or in documentary or any other form by or on behalf of Transport Department, Government of West Bengal (for short the “Department”), any State Transport Undertakings (STUs) or any of their employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is neither an offer nor invitation by the Department to the prospective bidders or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in making their bids pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by the Department. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the bidding documents. The assumptions, assessments, statements and information contained in this RfP may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from the appropriate sources.

Information provided in this RfP to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or
authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Department, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way for participation in this bid stage.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RfP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfP. The issue of this RfP does not imply in any way that the Department is bound to grant right of development or sub-lease of the constructed and developed structures to the Selected Bidder and the Department reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its bid. All such costs and expenses
will remain with the bidder and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

In particular, the Department shall not be responsible / liable for any latent or evident defect or character of the site or its title or any other related aspect including but not limited to the following:

(a) Soil testing/investigations;
(b) Availability of ground water;
(c) Availability and / or provisions for utilities such as electricity, water supply, etc.;
(d) Site drainage;
(e) Site approach;
(f) All statutory permissions from various authorities including approvals from town planning or other authorities as per the Central Government / Government of West Bengal / Municipal/ Panchayat Acts/ Rules/ Guidelines/ Norms;
(g) All applicable rent, rates, duties, cess and taxes, if any;
(h) All applicable statutory laws and provisions;
(i) Technical and financial feasibility of the Project (the term Project being defined in clause 1.1.4)

Any character or requirement of the site, which may be deemed to be necessary by the bidder should be independently established and verified by the bidder.
1. **INTRODUCTION**

1.1 **Background**

1.1.1 The Government of West Bengal (the "**GoWB**") owns and controls several State Transport Undertakings (STUs) which provide public transport services. The Transport Department is the administrative department and the nodal agency for these STUs. These STUs possess assets in the form of lands at the depots / terminuses from where they manage their bus and/or tram operations.

1.1.2 The depots/ terminuses are, typically, used for the purposes of parking buses and/or trams and/ or undertaking repairs, maintenance, washing and testing of vehicles, storing inventory, refueling buses, laying and repairing of tram tracks, and/or for providing a loop for tram movements. Some of the depots/ terminuses also contain offices and staff quarters.

1.1.3 One such STU, Calcutta State Transport Corporation has approved of a proposal for optimal utilization of land resources of its depots and has requested and duly authorised the GoWB to conduct the entire bid process. The GoWB through its Transport Department has taken up the bid process.

1.1.4 Garia - 5 Depot of Calcutta State Transport Corporation (for short "**CSTC**") at premises No. 48, Raja S.C. Mullick Road, Kolkata – 700084 is one such depot identified by transaction advisors appointed by the Government with potential for such utilization. It appears that the potential of the land resource of such depot can be unlocked by grant of development right over an identified land parcel within such depot, to a Selected Bidder and a right to obtain on sub-lease the structures so constructed and developed except certain structures which are to be made over to CSTC for their depot and other activities and together with proportionate undivided share or interest in the land of such depot or an identified land parcel within such depot, as the case may be in proportion to the
structures of which sub-lease is obtained by the Selected Bidder (the "Project"). The Project would result in the areas and structures to be made over to CSTC ("CSTC's allocation") and other structures to be developed and constructed in the depot, which may be commercially utilized by the Selected Bidder (the "Commercial Development Area") for any legally permissible use.

1.1.5 The Selected Bidder who offers the highest Financial Bid, is otherwise qualified in terms of this document, whose Technical Proposal is evaluated to be Technically Sufficient and who is issued a LOI by the Department would be entitled to develop such depot or an identified land parcel within such depot, as the case may be. CSTC's allocation in such development would comprise of certain agreed structures and areas thereon for exclusive use of CSTC, to be constructed and developed within the time fixed for the same and according to the requirements and specifications laid down by CSTC (the "Construction Requirements", as specified in Appendix III hereof). The Selected Bidder would be given a sub-lease of the remaining structures of the depot (being the Commercial Development Area), together with basements for creating car parking spaces, together with proportionate undivided share or interest in the land of the identified land parcel within such depot and would be entitled to commercially utilise the same. The Selected Bidder would be entitled to issue letters of allotment of proposed developed spaces comprised in the Developer's allocation to third parties after execution of the Development Agreement and would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/Financial Institutions by creating charge/mortgage in favour of such Scheduled Banks/Financial Institutions over its rights hereunder without however in any manner creating or foisting any liability on CSTC. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Development Agreement and the proposed sub-lease, CSTC would have no financial
obligation towards the lending institution. The Selected Bidder would also be required to construct separate and independent means of access, either elevated or at the ground level, as found feasible and agreeable by CSTC, for the Commercial Development Area, which would not interfere with the depot activities and which would serve as exclusive means of access to such Commercial Development Area.

1.1.6 The Selected Bidder’s scope of work may be divided into the following phases:

1.1.6.1 Phase I: Pre-construction/planning Phase

- Preparation of Detailed Project Specifications (the “DPS”) consisting of detailed architectural drawings, sanctionable building plan and other related documents, namely procedure and methodology for construction, quality assurance plan and engineering & construction time schedule. The DPS should conform to the Technical Proposal submitted earlier by the Selected Bidder as part of its bid. The DPS should be prepared according to extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations will prevail. The DPS should contain the requirements for both CSTC’s allocation and the Commercial Development Area of the Project.

- Obtaining approval of the DPS from the CSTC/Department and/or other independent engineers/third parties engaged by CSTC/Department for this purpose.

- Obtaining all statutory approvals and sanctions from the appropriate authorities. Such approvals would be applied for in the name of CSTC on the strength of a Power of Attorney which will be granted in favour of the Selected Bidder (as per Appendix VII hereof). All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder, who shall also be entitled to all refunds of the same (if any) from the appropriate authorities.
1.1.6.2 **Phase II: Construction of CSTC’s allocation (as per Appendix III hereof)**

**Phase**

- Taking over possession of the identified land parcel within such depot from CSTC.
- Demolition and removal of existing structures, buildings and other such structures of CSTC.
- Construction of CSTC’s allocation as per the approved DPS, which meets the minimum Construction Requirements specified for CSTC’s allocation.
- Construction of parts of the Commercial Development Area which need to be constructed before handing over of CSTC’s allocation to CSTC.
- Handing over of CSTC’s allocation to CSTC, free of cost, as per the Construction Requirements specified in Appendix III hereof and within the time frame specified in Appendix I: Data Sheet hereof to the satisfaction of CSTC.

1.1.6.3 **Phase III: Construction of the Commercial Development Area Phase and thereafter**

- Construction of the Commercial Development Area of the Project and obtaining full Occupancy Certificate in respect of the Project.
- Entering into a Deed of Sub-Lease (as per Appendix VI hereof) with CSTC with right *inter alia* to transfer the Commercial Development Area.
- Commercially utilize the Commercial Development Area of the Project.
- Post completion of construction of the Commercial Development Area, till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area and taking over such responsibility by such association, society or company, the Selected Bidder shall also be responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.
All the rights and entitlements of the Selected Bidder mentioned above shall be subject to its due performance of all terms, conditions and covenants contained herein and on its part to be paid, observed and performed including as to payment of Financial Bid amount as required to be paid, rent and other payments required to be paid in terms of this RfP or the Deed of Sub-Lease or otherwise.

1.1.7 Through a competitive and transparent bidding process of selection of bidder to whom such right of development and sub-lease would be granted, the Department expects to generate substantial revenue which can be used by the GoWB and/ or CSTC for various purposes, including, inter alia for adjustment of dues of CSTC to the GoWB, further improvement of CSTC operations, other developmental works in the State and other causes and reasons.

1.1.8 While the designs and drawings for the Project shall be the responsibility of the Selected Bidder, the design of CSTC’s allocation shall have to be prepared according to CSTC’s Construction Requirements (as specified in Appendix III hereof) and approved by CSTC/Department and/or other independent engineers/ third parties engaged by CSTC/Department prior to its submission to appropriate authorities for obtaining statutory sanctions.

1.2 Project details

1.2.1 In the circumstances, on behalf of CSTC, GoWB through its Transport Department hereby invites offers from prospective bidders for grant of right of development on an identified land parcel of the abovementioned depot and for obtaining a sub-lease of the structures other than the structures and areas to be made over to CSTC as its allocation, together with parking rights in the basements, together with proportionate undivided share or interest in the land of the identified land parcel within such depot.

1.2.2 Such identified land parcel, is presently being used by CSTC for its depot activities and possession of the identified land parcel within such depot, for the purpose of carrying out
such construction and development, will be made over to the Selected Bidder within the timeframe specified in Appendix I: Data Sheet hereof.

1.2.3 The bidder who is qualified as per the eligibility criteria contained in this document, whose Technical Proposal is evaluated to be Technically Sufficient and whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department and who submits the highest Financial Bid for the right to construct and develop the Project and sub-lease of the Commercial Development Area of the Project, to be constructed by such bidder on the identified land parcel within such depot, would be declared the Selected Bidder (the “Selected Bidder”).

1.2.4 The Department has decided to go in for a single-stage three-envelope competitive bid process for selection of such Selected Bidder. The first envelope would be the Qualification Bid, the second envelope would be the Technical Proposal and the third envelope would be the Financial Bid.

1.2.5 Urban Development Department has observed that exemption for the said land parcel under the Urban Land (Ceiling and Regulation) Act, 1976 will be granted to the Selected Bidder by the Urban Development Department, GoWB on a case to case basis on priority.

1.2.6 The Selected Bidder may put to use the Commercial Development Area (not being CSTC’s allocation) to any legally permissible use, provided however that construction of the Commercial Development Area must be completed in all respects and notice of completion obtained in the event the Project is sanctioned by the Kolkata Municipal Corporation from a certified Licensed Building Surveyor (LBS)/ Licensed Building Architect (LBA or in absence thereof, the Project Management Consultant), as defined later, within 60 months from the date of handing over of possession PROVIDED HOWEVER that CSTC may at its discretion on an application being made to it by the Selected Bidder and on payment of such fees or penalty, by whatever name called, as may be fixed by CSTC from time to time, grant to the Selected Bidder such extension of time to
commence and/or complete construction, if acceptable to CSTC of the said structure on the identified land parcel within such depot, for such period as CSTC may determine.

FURTHER PROVIDED HOWEVER that upon failure of the Selected Bidder to comply with such covenant to commence and complete construction of the Project within the time originally fixed or as may be extended by CSTC, the development and other rights granted by CSTC shall stand to be terminated by CSTC and CSTC shall be entitled to re-enter into or upon the land parcel and resume possession thereof on forfeiture of all amounts paid by the Selected Bidder to CSTC. The full cost of construction and development of the Project, consisting of both CSTC’s allocation and the Commercial Development Area, as per agreed designs and drawings and agreed specifications shall have to be borne by the Selected Bidder.

1.2.7 The ownership and title of all structures and areas of the Project shall at all times remain with CSTC and the Selected Bidder shall be given a sub-lease, as the case may be only of the Commercial Development Area (not being part of CSTC’s allocation), including basements together with proportionate undivided share or interest in the land of the identified land parcel within such depot.

1.2.8 The term of the sub-lease shall be for a period of 99 (ninety nine) years. The sub-lease may be renewed by the sub-lessee seeking such renewal made not before 1(one) year prior to expiry of the initial term. The terms and conditions of the renewed sub-lease will be as maybe mutually agreed by the sub-lessee and the sub-lessee, at the time of renewal of the sub-lease.

1.2.9 The other terms and conditions of the sub-lease are as contained in the proforma Deed of Sub-Lease ("the Deed of Sub-Lease", as the case may be) which is enclosed as Appendix VI hereof.
1.2.10 The Premium for the Sub-Lease (the “Sub-Lease Premium”) will be 95% (ninety five per cent) of the Financial Bid quoted by the highest bidder who is declared as the Selected Bidder by the Department.

1.2.11 Sub-Lease rent of 0.3% (zero point three per cent) of the Financial Bid quoted by the highest bidder who is declared as the Selected Bidder shall be payable, per annum for the period of sub-lease.

1.2.12 Prospective bidders will have to pay the bid document cost (amount as specified in Appendix I: Data Sheet hereof) by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof. Prospective bidders should carry a covering letter (on the letterhead of the bidder) addressed to the Designated Officer (as specified in Appendix I: Data Sheet hereof), mentioning the depot(s) for which they intend to pay the bid document cost along with the Demand Draft details and the bidder’s particulars for communication (including email address). The Demand Draft should be issued by a Scheduled Commercial Bank in India; for the avoidance of doubt, “Scheduled Commercial Bank” shall mean a scheduled commercial bank as per the extant rules and regulations of the Reserve Bank of India. The bid document cost has to be paid in advance at the office of the Designated Officer for this Project (as specified in Appendix I: Data Sheet hereof) as per the schedule specified in Appendix I: Data Sheet hereof and a receipt obtained (to be issued by CSTC/Department on a printed receipt pad) against such payment. This receipt has to be produced for attending the site-visit and the pre-bid conference and also submitted along with the Qualification Bid to be submitted by bidders.

1.2.13 CSTC has through its legal consultants examined its title on such depot and after examination of the title to depot, CSTC represents that it is duly authorised to grant right of construction of structures on such land and sub-lease of constructed structures (being the Commercial Development Area) together with proportionate undivided share or
interest in the identified land parcel within such depot. However, a bidder may conduct a
due diligence exercise with regard to the interest of CSTC to such depot or identified land
parcel of the depot, as the case may be and would be deemed to have familiarised itself
with the status of infrastructural facilities and other conditions appearing at the site
before submitting its bid. Copies of title documents of the identified land parcel of the
depot, would be made available at pre-notified date to the bidders who have paid the bid
document cost and on production of receipt of such payment. Right of construction on
the identified depot land and sub-lease would thus be given on as-is-where-is basis and
the bidder must satisfy itself in respect of the interest of CSTC prior to submission of its
bid. No claim on this account would be entertained by the Department or CSTC at any
stage.

1.2.14 Prior to opening of the Financial Bids, a Reserve Price (the "Reserve Price") will be fixed
by the Department. In the event that all Financial Bids which are opened are found to be
below the Reserve Price, the Department may invite fresh bids for the Project. The
Reserve Price will not be fixed before the bidders submit their Financial Bids. Since the
Reserve Price will be fixed before Financial Bids are opened, the Department or GoWB,
while fixing the Reserve Price, shall not have knowledge of the Financial Bids received,
thus ensuring that the fixing of the Reserve Price is not influenced by such knowledge.
The transaction advisors will not finalize Reserve Price, to prevent any conflict of
interest. All bidders are provided comfort accordingly.

1.2.15 The Department would organize a site visit, the details of which would be communicated
in due course to the bidders who have paid the bid document cost and have provided
details for communication. A pre-bid conference/meeting would also be held, and the
date, time and venue for the same would be communicated to such bidders.

1.3 Bidding process

Bidding process, as aforesaid shall be a single-stage three-envelope process.
• The first envelope should contain the documents for satisfaction of eligibility criteria i.e. the Qualification Bid of the bidder.
• The second envelope should contain the Technical Proposal of the bidder for undertaking construction and development of the Project.
• The third envelope should contain the Financial Bid, quoting the Financial Bid being offered by the bidders.
• Each of the three envelopes should be sealed; the name of the bidder along with the name of the depot for which they are submitting the bid should be clearly written on each of the three envelopes. All the three envelopes should be put inside a fourth larger outer envelope which should be sealed before submission by the bidder.

1.4 Qualification Bid

1.4.1 The Qualification Bid (the “Qualification Bid”) shall be submitted in the formats specified in Appendix IV hereof. The eligibility criteria are as mentioned below.

1.4.2 Any company registered in India, registered Indian partnership firm, consortium of such registered partnership firms and/or companies may participate in the bid except for GoWB Undertakings/ GoWB Enterprises/ GoWB autonomous bodies, who are ineligible from participating in the bid.

1.4.3 In the event the bidder is a consortium, it has to comply with the following requirements:

(a) The number of members of the consortium shall not be more than 3.

(b) The members of the consortium shall enclose a Joint Bidding Agreement (the “Joint Bidding Agreement”) in the format given in Annexure F of Appendix IV hereof which shall inter alia set forth the respective shares of the members of the consortium to contribute to the financial obligations of the consortium and shall nominate one of its members (acting through a named officer) to be the lead member of the consortium who will also be entitled to represent such consortium
before the Department through a Power of Attorney signed by all the members of
the consortium as per the format given in Annexure D of Appendix IV hereof.

(c) In the event the consortium is the Selected Bidder, the consortium must
incorporate itself as a Company registered under the Companies Act, 1956
(including any subsequent enactment thereof) or limited liability partnership
under the Limited Liability Partnership Act, 2008 immediately following the
selection and prior to execution of the Power of Attorney and the Development
Agreement in favour of the Selected Bidder.

(d) No change in the composition of the consortium is allowed subsequent to the
submission of the bid or during the bidding process till handing over of the
CSTC’s allocation. In case the Selected Bidder is a consortium, the lead member of
the consortium shall hold a minimum of 51% share in the consortium till
Completion Date of the Project, as defined in the Development Agreement in
Appendix IX hereof.

1.4.4 **Technical Capacity**: A bidder shall have commenced and completed the development
(not merely as contractor) of at least one “alike” project during the period between 1st
January 2009 and 31st December 2015 (the “**Technical Capacity**”) whose total floor
area shall be at least as specified in Appendix I: Data Sheet hereof.

The following categories of buildings shall be considered as an “**alike project**”:

- Shopping complexes / shopping plazas / shopping malls
- Departmental stores, discount stores, hypermarkets
- Restaurants, fast food stalls, kiosks
- Offices, educational institutions, hospitals, nursing homes, commercial complexes
- Residential complexes / buildings
- Showrooms for consumer goods like garments, electronics / electrical items and
general utilities.
The above list is illustrative only.

In the event, the bidder is a consortium, the technical capacity of the bidder must be fulfilled by the lead member and individual projects of other consortium members will not be taken into account or added to arrive at the technical capacity of such bidder.

1.4.5 **Financial Capacity**: A bidder must be financially sound and the minimum Net Worth of the bidder as on the last date of the financial year 2014–2015 shall not be less than the Financial Capacity criteria (the “**Financial Capacity**”) as specified in Appendix I: Data Sheet hereof.

1.4.6 For the purpose of this RfP, “**Net Worth**” shall mean as follows:

(i) The sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, reserves not available for distribution to equity shareholders and any redeemable or convertible preference shares; or

(ii) In case the bidder is a partnership firm, net worth shall mean the sum of the partners’ capital account and undistributed profits.

1.4.7 In case of a consortium, the Net Worth criteria will be applied on the combined Net Worth of all the members of the consortium provided that Net Worth of the lead member constitutes at least 51% of the required Net Worth.

1.4.8 The Qualification Bid has to be accompanied by a statement of Technical Capacity as per format given in Annexure G of Appendix IV hereof; the Qualification Bid also has to be accompanied by an original certificate of Net Worth as per format given in Annexure H of Appendix IV hereof and signed by the statutory auditor of the bidder (and in case of a consortium, of all the members of the consortium) certifying the Net Worth of the bidder in clear and unambiguous terms in the said format specified in Annexure H of Appendix IV.
1.4.9 The Department’s determination of such Net Worth through its transaction advisors shall notwithstanding what is certified as aforesaid, be finally conclusive and binding. In case of doubt, the matter will be referred to the Finance Department of GoWB for its final opinion.

1.4.10 The Qualification Bid will also be accompanied by copies of audited annual report of the bidder (of each member in case the bidder is a consortium) for last 3 (three) financial years (as applicable).

1.4.11 The Qualification Bid shall be submitted in 2 copies (one original and one photocopy) in an envelope superscribed “Qualification Bid” containing the aforesaid documents. One copy shall be marked as Original and the other as Copy. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5 Technical Proposal

The Technical Proposal (the “Technical Proposal”) should consist of the following:

1.5.1 Technical Proposal Letter as per format given in Appendix X hereof, which includes an undertaking by the bidder to meet the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof.

1.5.2 Write-up on the Project, as conceptualized by the bidder.

1.5.3 Preliminary concept plan, consisting of:

- Schematic diagrams for the Project (for both CSTC’s allocation and the Commercial Development Area), consisting of the proposed front elevation, perspective and top views of the depot.

- The schematic diagram for CSTC’s allocation should clearly illustrate how the Construction Requirements of CSTC’s allocation is being met by the Technical Proposal.
• Schematic diagrams should be provided for the proposed ground floor plan and typical floor plans for other floors, proposed front elevation, perspective and top views of the Commercial Development Area.

• Details of existing buildings and structures (including utility service areas) proposed to be demolished along with plans for relocating them within the depot or the identified land parcel within such depot.

• Areas demarcated for providing utility services – there should be separate and independent areas for providing the utility services for CSTC’s allocation and for the Commercial Development Area.

• Internal traffic and pedestrian circulation plan for CSTC’s allocation, including entry and exit points and access routes/ passages to the abutting roads.

• Internal traffic and pedestrian circulation plan for the Commercial Development Area, including entry and exit points and access routes/ passages to the abutting roads.

• Areas to be reserved for statutory landscaping and green cover requirements.

• The plans should clearly indicate all internal, external and height related dimensions and should also indicate the open space on each side, as mandated by extant building rules. The plan should allow for passages of sufficient width required for free movement of fire tender (for both the CSTC’s allocation and the Commercial Development Area).

1.5.4 Area statement for CSTC’s allocation as well as the Commercial Development Area; the statement should clearly specify the FAR, ground coverage, maximum height, open space and other statutory restrictions considered by the bidder in the construction plan. The area statement should also specify the areas in each floor for both CSTC’s allocation and the Commercial Development Area. While calculating the total buildable area for the Project, the bidder may consider the entire area of the depot multiplied by the applicable
FAR. The total buildable area available for the Commercial Development Area may be obtained by subtracting from the total buildable area, the sum of the buildable area required for CSTC’s allocation and the area of any additional buildings or structures to be retained by CSTC in the depot (as specified in Appendix III hereof).

1.5.5 The Technical Proposal should schematically demonstrate a high standard of appearance and aesthetic quality of the Project and shall be prepared by qualified architects.

1.5.6 The Technical Proposal should be prepared according to extant building rules (read with land use plan, if any).

1.5.7 The Technical Proposal should be submitted in both printed hard copy and soft copy in a CD. In the CD, all the drawings and diagrams should be provided in AutoCAD format while the area and other calculations should be provided in spreadsheet format. The Technical Proposal shall be submitted in 2 copies (one original and one photocopy for the hard copy, and 2 CDs for the soft copy) in an envelope superscribed “Technical Proposal” containing the aforesaid documents and CD. One hard copy shall be marked as Original and the other as Copy. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5.8 The details of the Technical Proposal as detailed in clauses 1.5.1 to 1.5.6 above may be modified by the STU/Department on the basis of responses received in the pre-bid conference.

1.6 Financial Bid

95% of the Financial Bid (the "Financial Bid") shall be the one time Sub-Lease Premium payable to the Department in terms of this document. The Financial Bid shall be submitted only in 1 (one) copy in the format specified in Appendix V on the bidder’s letterhead in a sealed envelope superscribed as given below

“Financial Bid - CONFIDENTIAL"
NOT TO BE OPENED BEFORE <bid due date as per the schedule specified in Appendix I: Data Sheet hereof> AND TO BE OPENED IN FRONT OF QUALIFIED AND TECHNICALLY SUFFICIENT BIDDERS”

The sealed envelope shall be enclosed along with the sealed envelope containing the Qualification Bid (this envelope shall be superscribed “Qualification Bid”) and the sealed envelope containing the Technical Proposal (this envelope shall be superscribed “Technical Proposal”) in a larger outer sealed envelope. This outer envelope containing the Qualification Bid, the Technical Proposal and the Financial Bid shall be superscribed with the name of the Project as specified in Appendix I: Data Sheet hereof and also the name and contact details of the bidder/ lead member of the consortium.

1.7 Cost of bidding

The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.8 Site visit and verification of information

1.8.1 Bidders should submit their respective bids after visiting the site(s) and ascertaining for themselves the site(s) conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, emergency medical needs, applicable laws, applicable permits and regulations, and any other matter considered relevant by them. The bidders will have to satisfy themselves of the business prospects in the subject area. No compensation, claim or damages will be entertained by the Department or CSTC in this regard.

1.8.2 It shall be deemed that by submitting a bid, the bidder has:

(a) made a complete and careful examination of the bidding documents;

(b) received all relevant information requested from the Department;
(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Department relating to any of the matters referred to in clause 1.8.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in clause 1.8.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 1.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Department, or a ground for termination of the Deed of Sub-Lease; and

(f) agreed to be bound by the terms of the RfP document, the undertakings provided by it under and in terms hereof.

1.8.3 The Department shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the bidding documents including the RfP or the bidding process, including any error or mistake therein or in any information or data given by the Department.

1.9 Right to accept and to reject any or all bids

1.9.1 The Department reserves the right to verify all statements, information, drawings, diagrams and documents submitted by the bidder in response to this RfP or the bidding documents and the bidder shall, when so required by the Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Department shall not relieve the
bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department thereunder.

1.9.2 Notwithstanding anything contained in this RfP, the Department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Department rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

1.9.3 The Department reserves the right to reject any bid and appropriate the bid security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the bidder does not provide, within the time specified by the Department, supplemental information sought by the Department for evaluation of the bid.

Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If the bidder is a consortium, then the consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the bids have been opened and the highest bidder gets disqualified / rejected, then the Department reserves the right to:

(i) proceed with the remaining qualified bidders in accordance with clauses 2.6.3 and 2.6.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Department, including annulment of the bidding process.

1.9.4 In case it is found during the evaluation or at any time before construction has been commenced by the bidder or before the execution of the Development Agreement and the Power of Attorney or even after commencement of construction or execution and during subsistence of the Development Agreement, that 1 (one) or more of the eligibility criteria have not been met by the Selected Bidder or the Selected Bidder has made
material misrepresentations or has given any materially incorrect or false information or has otherwise acted in a manner intending to deceive or defraud CSTC, the bidder shall be disqualified forthwith and the LOI cancelled if construction activity has not been commenced by the bidder. If construction has been commenced or Development Agreement or Deed of Sub-Lease executed with the bidder, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated/forfeited, by a communication in writing by the Department or CSTC to the bidder whereupon the Department/ CSTC shall be entitled to reenter into and resume possession upon the identified land parcel within such depot, without the Department/ CSTC being liable in any manner whatsoever to the bidder, as the case may be. In such an event, the Department/ CSTC shall also forfeit and appropriate the bid security/ performance guarantee and/ or the sub-lease premium paid as damages, which sum is agreed to be a genuine pre-estimate of damages, without prejudice to any other right or remedy that may be available to the Department/ CSTC under the bidding documents and/or the Development Agreement and/ or the Deed of Sub-Lease or otherwise.

1.10 Amendment of RfP

1.10.1 At any time prior to the deadline for submission of bids, the Department, if it deems fit and proper may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RfP by the issuance of addenda/corrigenda.

1.10.2 The Department shall not be obliged to respond to request for clarifications received from individual bidders. It shall however organize a pre-bid conference for giving answers/clarifications to questions/queries considered relevant and which are received by the Department up to the date of such pre-bid conference. Such written questions may be sent to the Designated Officer (as specified in Appendix I: Data Sheet hereof) for this
Project by post/ email/ fax with the subject line "Queries for <Project Name as specified in Appendix I: Data Sheet hereof>". In addition to such written questions received by the Department, the Department reserves its right to answer other questions raised at such pre-bid conference and answer such of them as are considered relevant. Suggestions received at the time of pre-bid conference, may be considered by the Department and if found acceptable, the same may be accepted by the Department and the RfP document may be accordingly modified by issue of addenda/ corrigenda to such effect.

1.10.3 Any addendum issued shall be uploaded in the tenders section of the websites of the Government of West Bengal (www.banglarmukh.gov.in), the Finance Department of the Government of West Bengal (www.wbfin.nic.in) and the Calcutta State Transport Corporation (www.cstc.org.in) and intimated by email to such bidders who have paid the bid document cost and given full and valid particulars for communication.

1.10.4 In order to afford the bidders a reasonable time for taking an addendum into account, or for any other reason, the Department may, at its own discretion, extend the bid due date.

1.11 Language

The bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the issuing authority or by the Translation Departments of the High Court/ Supreme Court of India/ any other government department/ agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

1.12 Format and signing of bid
1.12.1 The bidder shall provide all the information sought under this RfP. The Department will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/or conditional bid shall be liable to be rejected.

1.12.2 The bid shall be typed or written in indelible ink and signed by the authorised signatory of the bidder who shall also initial each page, in ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the bid shall be initialed by the person(s) signing the bid.

1.12.3 The following conditions shall be adhered to while submitting the bid:

(a) the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed formats is insufficient. Alternatively, the bidders may modify the prescribed formats making due provision for incorporation of the requested information; and

(b) information supplied by the bidder (or constituent members if the bidder is a consortium) must apply to the bidder, member or associate named in the bid and not, unless specifically requested, to other associated companies or firms;

1.13 Bid due date

1.13.1 Bids should be submitted at the office of Designated Officer (as specified in Appendix I: Data Sheet hereof) within the bid due date as specified in Appendix I: Data Sheet hereof. A receipt of bid submission should be obtained from his office.

1.13.2 The Department may, in its sole discretion, extend the bid due date by issuing an appropriate notice in this regard at any time prior to the Qualification Bid opening date and even after the previous bid due date being so extended.

1.14 Late bids

Bids received by the Department after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected.

1.15 Contents of the bid
1.15.1 The Qualification Bid shall be furnished in the formats provided in Appendix IV hereof.
1.15.2 The Technical Proposal should contain all the details, plans and calculations as specified in clause 1.5 hereof.
1.15.3 The Financial Bid shall be furnished in the format provided in Appendix V hereof and shall consist of the quotation of the Financial Bid offered by the bidder. The bidder shall specify the Financial Bid (both in figures and words) which shall be payable in accordance with this RfP and the provisions of the Deed of Sub-Lease.
1.15.4 The Project will be awarded to the highest bidder, provided that the bidder is otherwise qualified as per the eligibility criteria and the bidder’s Technical Proposal is evaluated to be Technically Sufficient and whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department.
1.15.5 The opening of bids and the bidding process may be conducted by the Department substantially in accordance with this RfP. The Department may involve its transaction advisors and their consultants for assistance in conducting the bid process.

1.16 Rejection of bids

1.16.1 Notwithstanding anything contained in this RfP, the Department reserves the right to reject any bid and to annul the bidding process and to reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Department rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

1.16.2 The Department reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any bid without assigning any reasons.

1.17 Validity of bids

The bids shall be valid for a period of not less than 1 (one) year from the bid due date. The validity of bids may be extended by mutual consent of the respective bidders and the
1.18 **Correspondence with the bidder**

Save and except as provided in this RfP, the Department shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

1.19 **Bid security**

1.19.1 The bidder shall furnish as part of its bid a bank guarantee (the “Bank Guarantee”) in favour of the Payee (as specified in Appendix I: Data Sheet hereof) as bid security; this should be issued by a Nationalised Bank in India and be in the format provided in Annexure E of Appendix IV and having a validity period of not less than 1 (one) year from the bid due date, as may be extended by the bidder from time to time.

1.19.2 Any bid not accompanied by the bid security shall be rejected by the Department as non-responsive.

1.19.3 For bidders who do not meet the eligibility criteria as per clauses 1.4.2, 1.4.3, 1.4.4 or 1.4.5 or whose Technical Proposal is evaluated to be Technically Insufficient, the bid security will be returned by the Department, without any interest, within 15 days of the date of the LOI or when the bidding process is cancelled by the Department, as the case may be. The bid security of the otherwise unsuccessful bidders will be returned by the Department, without any interest, within 1 (one) year of the date of the LOI or when the bidding process is cancelled by the Department, as the case may be.

1.19.4 The Selected Bidder’s bid security will be returned, without any interest, within 7 days of the bidder furnishing a performance guarantee of the amount as specified in Appendix I: Data Sheet hereof, in accordance with the provisions thereof and provided that the bidder is otherwise not in breach of the terms hereof. However, in case the Department/CSTC decides to annul the process or decides to invite fresh bids for the Project, the Selected Bidder’s bid security and payments of Sub-Lease Premium made by the Selected Bidder/Sub-Lessee up to that period of time would be returned to the Selected Bidder/
Sub-Lessee without any interest within 30 (thirty) days of such a decision being made, provided that the Selected Bidder/ Sub-Lessee is otherwise not in breach of any of the terms and conditions herein contained.

1.19.5 The Department shall be entitled to forfeit and appropriate the bid security as damages *inter alia* in any of the events specified in clause 1.19.6 herein below. The bidder, by submitting its bid pursuant to this RfP, shall be deemed to have acknowledged and confirmed that the Department will suffer loss and damage on account of default by the bidder during the bid validity period. No relaxation of any kind on bid security shall be given to any bidder.

1.19.6 The bid security shall be forfeited and appropriated by the Department as damages without prejudice to any other right or remedy that may be available to the Department under the bidding documents and/or the Deed of Sub-Lease, or otherwise, under the following conditions:

(a) If a bidder submits a non-responsive bid;

(b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 3 of this RfP;

(c) If a bidder withdraws its bid during the period of bid validity as specified in this RfP or as extended by mutual consent of the respective bidder(s) and the Department;

(d) In the case of Selected Bidder, if it fails within the specified time limit:
   (i) to sign and return the duplicate copy of the LOI;
   (ii) to make payment of the Sub-Lease Premium installments which are due;
   (iii) to execute the Development Agreement

(e) If the bidder is otherwise in breach of the terms of this document.

1.19.7 The bid security (bank guarantee) should be submitted as part of the Qualification Bid. In the original Qualification Bid, the bid security (bank guarantee) should be submitted in a
plastic jacket and be bound with the remaining papers of the Qualification Bid. For the copy of the Qualification Bid, photocopy of the bid security may be submitted.

1.20 Priority of documents

For the purposes of interpretation, the priority of the documents shall be as follows:

(a) the Deed of Sub-Lease
(b) the Development Agreement and
(c) the RfP document with all other Appendices.
2. EVALUATION OF BIDS

2.1 Opening and evaluation of Qualification Bids

2.1.1 The Department shall open the Qualification Bids of all bidders, whose bids are received prior to bid due date on a date and time to be informed to such bidders, who have paid the bid document cost and have intimated complete details of communication and in the presence of the bidders who choose to attend.

2.1.2 The Department will subsequently examine and evaluate the Qualification Bids. The Department may, as aforesaid, involve its transaction advisors and their consultants for such purpose.

2.1.3 To facilitate evaluation of the Qualification Bids, the Department may, at its sole discretion, seek clarifications in writing from any bidder regarding its Qualification Bid.

2.2 Tests of responsiveness of Qualification Bids

2.2.1 Prior to evaluation, the Department shall determine whether each Qualification Bid is responsive to the requirements of this RfP. A Qualification Bid shall be considered responsive only if:

(a) it is received as per the formats given in Appendix IV hereof;

(b) it is received by the bid due date including any extension thereof pursuant to clause 1.13.2;

(c) it is signed, sealed, hard bound and marked as stipulated in clauses 1.12.1 and 1.12.2;

(d) it is accompanied by the bid security as specified in clause 1.19;

(e) it is accompanied by the appropriate Power(s) of Attorney as per the formats given in Annexures C and D of Appendix IV hereof;

(f) it contains all the information (complete in all respects) as requested in this RfP.
and/or bidding documents (in formats same as those specified);

(g) it does not contain any condition or qualification;

(h) it is accompanied by the Joint Bidding Agreement (for consortium), specific to the Project, as per the format given in Annexure F of Appendix IV hereof; and

(i) it is not otherwise non-responsive in terms hereof.

2.2.2 The Department reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Department in respect of such bid.

2.2.3 Subject to the provisions of clause 1.16.1, the bidders adjudged as responsive in terms of clause 2.2.1 and fulfilling the eligibility criteria as set forth in clauses 1.4.2, 1.4.3, 1.4.4 and 1.4.5 shall be declared as the qualified bidders. The list of qualified bidders will be uploaded in the tenders section of the websites of the Government of West Bengal (www.banglarmukh.gov.in), the Finance Department of the Government of West Bengal (www.wbfin.nic.in) and the Calcutta State Transport Corporation (www.cstc.org.in).

2.3 Opening of Technical Proposals

2.3.1 The Department shall open the Technical Proposals of all the qualified bidders, and in the presence of such qualified bidders who choose to attend.

2.3.2 The Department will subsequently examine and evaluate the Technical Proposals. The Department may, as aforesaid, involve its transaction advisors and their consultants for such purpose.

2.3.3 To facilitate evaluation of the Technical Proposals, the Department may, at its sole discretion, seek clarifications in writing from any bidder regarding its Technical Proposal.

2.4 Tests of responsiveness of Technical Proposals

2.4.1 Prior to evaluation, the Department shall determine whether each Technical Proposal is responsive to the requirements of this RfP. A Technical Proposal shall be considered
responsive only if it is received by the bid due date including any extension thereof pursuant to clause 1.13.2 and the following are submitted:

(a) Technical Proposal Letter as per format given in Appendix X hereof, including an undertaking by the bidder to meet the Construction Requirements of CSTC's allocation, as specified in Appendix III hereof.

(b) Write-up on the Project, as conceptualized by the bidder.

(c) Preliminary concept plan, consisting of:
   - Schematic diagrams for the Project (both for CSTC's allocation and the Commercial Development Area)
   - Details of existing buildings and structures (including utility service areas) proposed to be demolished along with relocation plans
   - Diagram for provision of utility services
   - Internal traffic and pedestrian circulation plan (both for CSTC's allocation and the Commercial Development Area), including entry and exit points and access routes/passages to the abutting roads.
   - Areas to be reserved for statutory landscaping and green cover requirements

(d) Area statement for the Project (both for CSTC's allocation and the Commercial Development Area)

2.5 **Evaluation of Technical Proposals**

2.5.1 The Department and CSTC will set-up a Technical Proposal Evaluation Committee for evaluation of the Technical Proposals which are found to be responsive. The Committee may consist of representatives of the Department, CSTC and transaction advisors and their consultants. Bidders who are qualified and whose Technical Proposals are found to be responsive, would be required to make a presentation (in Microsoft PowerPoint or other such suitable program) on their Technical Proposal to the Technical Proposal Evaluation Committee; the date, time and venue would be intimated to the bidders by the
Department. The presentation should clearly demonstrate how the Technical Proposal fulfills the Construction Requirements of CSTC, as set forth in Appendix III hereof.

2.5.2 During or after presentation, through discussion, scope for improvement in the Technical Proposal will be given by the Technical Proposal Evaluation Committee to the bidders. The improved version of the Technical Proposal will have to be submitted by the bidders within 10 days from the date of presentation.

2.5.3 In case the Technical Proposal (including the improved version thereof) demonstrates fulfillment of the Construction Requirements (as given in Appendix III hereof), it shall be evaluated as per the Evaluation Criteria specified in Appendix III A hereof.

2.5.4 Each member of the Technical Proposal Evaluation Committee shall evaluate each Technical Proposal (including the improved version thereof) and would award marks out of 100 to such Technical Proposals. The Technical Proposal (including the improved version thereof) would first be evaluated in terms of its fulfillment of the Construction Requirements of CSTC’s allocation (as per Appendix III hereof). In the event the Technical Proposal (including the improved version thereof) does not demonstrate fulfillment of the Construction Requirements, it shall be considered to be Technically Insufficient and it shall not be evaluated any further.

2.5.5 The final marks for each Technical Proposal (including the improved version thereof) shall be the arithmetic average of the individual marks awarded by each member of the Technical Proposal Evaluation Committee. The marking of the Technical Proposal Evaluation Committee shall be final.

2.5.6 The Technical Proposals which secure 70% or more marks would be considered to be Technically Sufficient; the Technical Proposals which fail to secure 70% marks would be considered to be Technically Insufficient.

2.6 Selection of bidder
2.6.1 The Financial Bids of only those bidders whose Technical Proposals are Technically Sufficient would be opened; only such bidders shall be invited for opening of the Financial Bids. The Financial Bids of other bidders will not be opened.

2.6.2 Subject to what is contained hereinbefore, the qualified bidder and whose Technical Proposal is Technically Sufficient, quoting the highest Financial Bid shall be declared as the Selected Bidder. In case the Selected Bidder decides to withdraw from the bid process, the Department shall forfeit its bid security in accordance with clause 1.19.6.

2.6.3 In the event the Financial Bids of 2 (two) or more bidders, who are qualified and whose Technical Proposals are Technically Sufficient, are the same (the "tie bidders"), the Department shall hold an auction amongst such tie bidders only and shall declare such of them who has offered the highest price in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a higher price than that already offered in its Financial Bid. In the event the highest bidder withdraws or is not declared as the Selected Bidder, the Department may invite fresh bids for the Project.

2.6.4 After selection of the Selected Bidder, a letter of intimation of award of contract (for short "LOI") to such Selected Bidder shall be issued, in duplicate, by the Department within 30 (thirty days) of opening of the Financial Bids. The Selected Bidder shall, within 15 (fifteen) days of the date of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof along with the 1st installment payment of 10% of the Financial Bid by way of Demand Draft drawn on any Scheduled Commercial Bank (payable in
Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder along with the 1\textsuperscript{st} installment payment is not received by the stipulated date, the Department may, appropriate the bid security of such bidder as damages on account of failure of the Selected Bidder to accept the LOI and may invite fresh bids for the Project.

2.7 Payment details

The Selected Bidder must pay the Sub-Lease Premium, which is 95\% of the Financial Bid, in 4 (four) instalments as detailed below:

i) 1\textsuperscript{st} instalment payment of 10\% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, within 15 days of the LOI, and signing and returning the duplicate copy of the LOI in acknowledgement thereof.

ii) 2\textsuperscript{nd} installment payment of 5\% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, at the time of execution of Development Agreement and Power of Attorney in favour of the Selected Bidder to be executed within 15 days from the date of confirmation of payment of 1\textsuperscript{st} installment payment of 10\% of the Financial Bid. In the event a consortium is the Selected Bidder, the consortium must incorporate itself as a company registered under the Companies Act, 1956 (or any subsequent enactment thereof) or limited liability partnership under the Limited Liability Partnership Act, 2008 immediately following the selection and prior to execution of the Power of Attorney and the Development Agreement. Along with the 2\textsuperscript{nd} installment payment, the Selected Bidder would also have to furnish a performance guarantee of the amount as specified in Appendix I: Data Sheet, as per the format specified in Appendix VIII hereof.
iii) 3rd installment payment of 5% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, along with submission of the DPS to CSTC (for review or approval) or 3 months from the date of execution of Development Agreement and Power of Attorney, whichever is earlier.

iv) 4th installment payment of 75% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, within 30 days of intimation of handing over of possession of the site by CSTC.

All demand drafts as aforesaid are to be drawn on any Scheduled Commercial Bank. Failure to make the payments as per above schedule will lead to cancellation of the LOI, forfeiture of the bid security/ performance guarantee as well as forfeiture of any earlier instalment payment(s)made by the Selected Bidder. Upon such failure, the Selected Bidder shall also not be eligible to participate in any tender or RfP issued by the Department or CSTC for a period of 2 (two) years from the date of such failure.

2.8 Contacts during bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Department makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Department or CSTC, and/ or their employees/ representatives on matters related to the bids under consideration.

2.9 Pre-construction/ planning phase (Phase I)

2.9.1 The Selected Bidder shall replace the bid security by a performance guarantee for construction (in favour of CSTC) in the form of a bank guarantee (as per format specified in Appendix VIII hereof) of the amount as specified in Appendix I: Data Sheet hereof,
which shall be furnished along with the 2nd installment payment of 5% of the Financial Bid, after which the bid security bank guarantee shall be returned by the Department to the Selected Bidder duly discharged. The bank guarantee should be issued by a Nationalized Bank in India and be as per the format provided in Appendix VIII hereof. Failure to provide such performance guarantee issued by a Nationalised Bank shall entitle the Department to invoke the bid security bank guarantee treating the Selected Bidder in default of its covenants contained hereunder. Such performance guarantee shall be kept valid initially for a period of 120 days after the stipulated Completion Date of the Project, as defined in the Development Agreement in Appendix IX hereof and thereafter extended from time to time for a period of 120 days beyond extended time for completion of such building allowed by CSTC. CSTC shall be entitled to invoke such bank guarantee (in whole or part) for the purpose of realization of all amounts due to it on account of liquidated damages. In the event, partial invocation is required to be made by CSTC, the Selected Bidder shall cause the issuing bank to issue additional guarantee for the amount so invoked within a period of 15 days so that at all material times the performance guarantee by way of bank guarantee is available with the Department for the entire sum so required to be furnished in terms of this RfP document and failure to do so will entail invocation of the whole of the guarantee.

2.9.2 Within 15 days of confirmation of payment of the 1st installment of 10% of the Financial Bid by the Selected Bidder, CSTC and the Selected Bidder shall enter into a formal Development Agreement to enable the Selected Bidder to carry out the development and construction in terms hereof. Simultaneously, CSTC shall also execute a Power of Attorney in favour of the Selected Bidder. The form of the Power of Attorney and the Development Agreement are as given in Appendices VII and IX hereof respectively. All costs on account of stamp duty and registration fees of such Power of Attorney and Development Agreement shall be paid by the Selected Bidder.
2.9.3 The building plan for the building(s) on the depot or in an identified land parcel within such depot, as the case may be, will have to be submitted for sanction to the municipal authorities by the Selected Bidder in the name of CSTC on the strength of the Power of Attorney to be granted in favour of the Selected Bidder (as per Appendix VII hereof). The detailed architectural designs and drawings, specifications of construction and other aspects relating to safety and structural stability of the proposed construction along with a sanctionable building plan shall have to be submitted by the Selected Bidder as part of the DPS submitted to CSTC /Department for review and approval within 3 months of execution of Power of Attorney and Development Agreement, and shall have to be approved by CSTC /Department prior to application for sanction. CSTC /Department may engage independent engineers/ third parties for the approval of the DPS submitted by the Selected Bidder. The building plan for both CSTC’s allocation and the Commercial Development Area should be in accordance to the Technical Proposal submitted by the Selected Bidder as part of its bid or with such modification and/or variations, as may be approved by CSTC.

2.9.4 During preparation of the DPS, the Selected Bidder may incorporate improvements suggested/ approved by CSTC. Such improvements need to be particularly highlighted in the DPS submitted to CSTC for review and approval. Such improvements would only be approved by CSTC if they conform to the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof. The building plans and other drawings submitted to CSTC would be reviewed according to extant building rules and such rules will prevail over anything contained in this document. All costs and fees payable for such sanction shall be paid and borne by the Selected Bidder, who shall also be entitled to all refunds of the same (if any) from the appropriate authorities.

2.9.5 The Selected Bidder shall maintain a high standard in the appearance and aesthetic quality of the Project as demonstrated schematically in the Technical Proposal of the bid
submitted to CSTC /Department. The Selected Bidder shall engage qualified architects for ensuring the above.

2.9.6 Once sanctioned, an original set of building plans (party’s copy) shall be made over to CSTC which shall remain the property of CSTC. The Selected Bidder shall be entitled to make use of the certified copy of the said plans issued by the sanctioning authorities, which shall remain with the Selected Bidder and made use by it for this Project. A set of approved drawings and upon sanction, a set of sanctioned drawings, countersigned by CSTC as well as the Selected Bidder shall be made over to the Department for its record also.

2.10 Construction phase for CSTC’s allocation (Phase II)

2.10.1 Within the time period as specified in Appendix I: Data Sheet hereof, provided that all amounts to be paid by the Selected Bidder till such time and the performance guarantee are received within the specified timeframe, CSTC will hand over to the Selected Bidder possession of the depot or in an identified land parcel within such depot, as the case may be to the Selected Bidder, to enable the Selected Bidder to carry out construction activities in terms of this RfP.

2.10.2 During construction, the title of depot or the identified land parcel within such depot, as the case may be, on which construction is to be made will continue to be in the name of CSTC. Application for obtaining statutory and other clearances from the Government departments and authorities such as the appropriate municipal authorities will have to be made on behalf of CSTC. The Selected Bidder will have to make such application on behalf of CSTC on the strength of Power of Attorney issued for such purpose. The Selected Bidder agrees to indemnify and keep CSTC, the Department and the GoWB saved harmless and indemnified for all losses, claims and demands which CSTC, the Department or the GoWB or any of its officers may suffer or be put to by reason of any
act done by the Selected Bidder on the strength of such Power of Attorney or otherwise as Constituted Attorney of CSTC.

2.10.3 Construction of CSTC’s allocation shall be completed in all respects and made over to CSTC within the time specified in Appendix I: Data Sheet hereof. Failure to complete such construction or achieve set targets and/or milestones as fixed by CSTC shall render the Selected Bidder liable to pay damages to CSTC in completion of construction and handover of possession of CSTC’s allocation to CSTC complete in all respect. The rate at which such damages shall be payable is specified in Appendix I: Data Sheet hereof.

2.11 Construction phase for the Commercial Development Area (Phase III)

2.11.1 The Selected Bidder may put to use the Commercial Development Area (not being CSTC’s allocation) to any legally permissible use, provided however that construction of the Commercial Development Area must be completed in all respects and notice of completion obtained in the event the Project is sanctioned by the Kolkata Municipal Corporation from a certified Licensed Building Surveyor (LBS)/ Licensed Building Architect (LBA) or in absence thereof, the Project Management Consultant, as defined later within 60 months from the date of handing over of possession.

2.11.2 The Selected Bidder will also obtain the full Occupancy Certificate in respect of the Project from Kolkata Municipal Corporation only after which CSTC will grant to the Selected Bidder the Deed of Sub-Lease of the Commercial Development Area as per the proforma Deed of Sub-Lease provided in Appendix VI hereof.

2.11.3 After completion of construction of the Commercial Development Area and till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area and taking over such responsibility by such association, society or company, the Selected Bidder/ Sub-Lessee shall also be
responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

2.12 Commencement of sub-lease

2.12.1 The date of commencement of sub-lease will be the date of Occupancy Certificate being obtained from the municipal authorities, in respect of such completed structures. The Selected Bidder may enter into agreements for further sub-lease/transfer of such spaces to be constructed and forming part of the Selected Bidder's allocation in the proposed building on terms and conditions not inconsistent with or contrary to the terms of the proposed Deed of Sub-Lease and only after CSTC's allocation has been handed over to CSTC complete in all respects. All such third party interests which the Selected Bidder may create shall be at the risk and responsibility of the Selected Bidder. CSTC shall not be required to be a party to any such agreement or arrangement that the Selected Bidder may have with any third party and any document that the Selected Bidder may enter into with third parties shall contain a clause that CSTC shall not be responsible in any manner to the third party and the third party waives and agrees not to claim any relief against CSTC/Government for any breach of the Selected Bidder vis-à-vis such third party.

2.12.2 Upon sub-lease being granted, the Selected Bidder shall apply to the municipal authorities for separation and separate assessment of the sub-leased area for tax, mutation and municipal purposes. CSTC shall have no objection if the sub-leased area is mutated in the land and municipal records in the name of the Selected Bidder as its sub-lessee.

2.13 Deed of Sub-Lease

Within 15 days of receipt of Occupancy Certificate of the Project so constructed and developed on the depot or the identified land parcel, CSTC shall send to the Selected Bidder, the Deed of Sub-Lease of the structures for being stamped and made ready for execution and registration by the Selected Bidder. The Selected Bidder will, within 15
days of receiving such document, get the same stamped and made ready for execution by
CSTC and registration of the same. All costs, charges and expenses for getting such Deed
of Sub-Lease prepared, signed and registered shall be to the account of the Selected
Bidder. Failure to have the Deed of Sub-Lease made ready for execution and registration
within the time aforesaid will be considered to be a breach of the terms of the sub-lease
and of this RfP document entitling the CSTC /Department to all rights hereunder
including of invocation of guarantees lying with the CSTC /Department.
3. **FRAUD AND CORRUPT PRACTICES**

3.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Development Agreement, the LOI or the Deed of Sub-Lease, the Department may reject a bid, direct cessation of construction, withdraw the LOI, or terminate the Deed of Sub-Lease, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or Sub-Lessee, as the case may be, if it determines that the Selected Bidder or Sub-Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Department shall be entitled to forfeit and appropriate the bid security and/or bank guarantee for performance guarantee as damages without prejudice to any other right or remedy that may be available to the Department under the bidding documents and/or the Deed of Sub-Lease, or otherwise and the Department / CSTC shall not be liable to make payment of any compensation or reimburse the expenses incurred by the Selected Bidder prior to such rejection, including refund of the Sub-Lease Premium and/or sub-lease rent.

3.2 Without prejudice to the rights of the Department under clause 3.1 hereinabove and the rights and remedies which the Department may have under the LOI, the Development Agreement or the Deed of Sub-Lease, or otherwise if a bidder or Sub-Lessee, as the case may be, is found by the CSTC /Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the commencement of construction or after the issue of the LOI or the execution of the
Development Agreement or the Deed of Sub-Lease, such bidder or Sub-Lessee shall not be eligible to participate in any tender or RfP issued by CSTC or the Department during a period of 2 (two) years from the date such bidder or sub-lessee, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.3 For the purposes of this clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department or CSTC who is or has been associated in any manner, directly or indirectly with the bidding process or the LOI or has dealt with matters concerning the Development Agreement or the Deed of Sub-Lease or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the bidding process);

b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Department or CSTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
4. SITE VISIT AND PRE-BID CONFERENCE

4.1 The site visit and the pre-bid conference shall be held on a date/dates to be informed as aforesaid. A maximum of 3 (three) representatives of each bidder shall be allowed to attend the site visit and the pre-bid conference. The representatives of each bidder should carry the receipt of payment of bid document cost in order to attend the site visit and the pre-bid conference.

4.2 During the site visit the identified land parcel in the depot suitably demarcated, will be shown to the bidders. At the time of the site visit, such parcel may contain various plant and machinery, equipment, buildings, structures and boundary walls belonging to CSTC. CSTC reserves its right to remove at or any time prior to handover of possession of any part of such parcel to the Selected Bidder, all such items of plant and machinery, equipment, buildings and structures lying at or installed in the said land parcel, without being bound to do so. For any such items not so removed by CSTC, the Selected Bidder shall be free to deal with the same as it so wishes at its risk and costs.
5. **MISCELLANEOUS**

5.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata, West Bengal alone shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

5.2 The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
   a) suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
   b) consult with any bidder in order to receive clarification or further information;
   c) retain any information and/ or evidence submitted to the Department by, on behalf of, and/ or in relation to any bidder; or
   d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

5.3 It shall be deemed that by submitting the bid, the bidder agrees and releases the Department and CSTC, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 **No right to accrue**

No right shall accrue in favour of the Selected Bidder till the 1st and 2nd installment payment totaling to 15% of the Financial Bid is received from such bidder and the bidder is otherwise not in breach of any of the terms and conditions herein contained.
6. **OTHER TERMS & CONDITIONS**

A bidder shall abide by the following conditions. Failure to do so will lead to disqualification of a bidder and forfeiture of the bid security:

6.1 A bidder shall submit only one bid either singly or as part of a consortium.

6.2 All forms must be signed by an authorised signatory of the bidder and stamped with the rubber stamp/ common seal of the bidder/ lead member of the consortium.

6.3 A photocopy of this RfP together with any subsequent addendum/ corrigendum/ clarifications issued by the Department/ CSTC in this regard, duly initialed in token of its acceptance, on all pages with rubber stamp/ common seal of the bidder/ lead member of the consortium must be returned with the Qualification Bid.

6.4 Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of the present RfP document, the bidding process, the adequacy or sufficiency of price, or the sub-lease to be granted in favour of the Selected Bidder which cannot be settled by mutual negotiation within 60 (sixty) days, shall be referred to the sole arbitration of an Arbitrator to be appointed by the Principal Secretary of the Transport Department of the GoWB. Such arbitration shall be held according to the provisions of the Arbitration and Conciliation Act, 1996 and any modification or reenactment thereto. The venue of the arbitration proceedings shall be at Kolkata and language of the arbitration shall be English. The arbitration award shall be final and binding upon the parties and the parties agree to be bound thereby and to act accordingly. When any dispute has been referred to arbitration, except for the matters in dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations.

6.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.
6.6 The Department reserves its right to waive non-substantial deviations without being bound to do so.

6.7 The bidding documents including this RfP and all attached documents are and shall remain the property of the Department and are transmitted to the bidders solely for the purpose of preparation and the submission of a bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this clause shall also apply *mutatis mutandis* to bids and all other documents submitted by the bidders. The Department will not return any bid or any information provided along therewith.

6.8 A bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. All bidders so found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall forfeit and appropriate the bid security as loss as determined by the Department and damages likely to be suffered and incurred by the Department and not by way of penalty for, *inter alia*, the time, cost and effort of the Department, including consideration of such bidder’s proposal (the “damages”), without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise. Without limiting the generality of the above, a bidder shall be considered to have a Conflict of Interest that affects the bidding process, if:

(a) the bidder, its member or associate (or any constituent thereof) and any other bidder, its member or associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a bidder, its member or an associate thereof (or any shareholder thereof having a shareholding of more than 5% [five per cent] of the paid up and subscribed share capital of such bidder, member or associate, as the case may be), in the other
bidder(s), its member or associate is less than 5% (five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956 or by the Central/ a State Government or their instrumentalities. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such bidder is also a constituent of another bidder; or

(c) such bidder, its member or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its member or associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or associate; or

(d) such bidder has the same legal representative as any other bidder; or

(e) such bidder or any associate thereof has a relationship with another bidder or
any associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other bidder; or

(f) such bidder has participated as a consultant to the Department in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a bidder is a consortium, then the term bidder as used in this clause, shall include each member of such consortium.

For purposes of this RfP, "associate" means, in relation to the bidder/consortium member, a person who controls, is controlled by, or is under the common control with such bidder/consortium member. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
APPENDICES
## APPENDIX I: DATA SHEET

<table>
<thead>
<tr>
<th>Sl. No.</th>
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</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td><strong>Name of Project:</strong> Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia - 5 Depot of Calcutta State Transport Corporation</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Name of STU/ Lessor:</strong> Calcutta State Transport Corporation</td>
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<tr>
<td></td>
<td><strong>Ownership of the STU/ Lessor:</strong> CSTC is a Road Transport Corporation under the Road Transport Corporations Act, 1950, under the Transport Department, Government of West Bengal. The land comprising the identified land parcel of the Garia - 5 Depot, originally contained several smaller land parcels which were acquired by GoWB by invoking the provisions of The Land Acquisition Act, 1894 and/ or the West Bengal Land (Requisition &amp; Acquisition) Act, 1948 after which possession of the same was duly obtained by CSTC.</td>
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<tr>
<td><strong>2</strong></td>
<td><strong>Project Details:</strong></td>
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<tr>
<td></td>
<td>Name of Depot/ Terminus: Garia - 5</td>
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<tr>
<td></td>
<td>Area of the total depot: 110 cottahs, more or less</td>
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<tr>
<td></td>
<td>Area of identified land parcel within the depot: 104 cottahs, more or less, CSTC's allocation: As described in Appendix III hereof</td>
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<tr>
<td><strong>3</strong></td>
<td><strong>Bid document cost:</strong> Rs. 1,00,000/- [Rupees One Lakh only] to be paid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified below</td>
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<td><strong>4</strong></td>
<td><strong>Amount of Bid Security:</strong> Rs. 87,00,000/- (Rupees Eighty Seven Lakhs only)</td>
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<tr>
<td><strong>5</strong></td>
<td><strong>Amount of Performance Guarantee to be furnished by Selected Bidder:</strong> Rs. 1,07,00,000 (Rupees One Crore Seven Lakhs only)</td>
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<tr>
<td><strong>6</strong></td>
<td><strong>Name of Payee:</strong> CSTC - Depot Land Commercial Utilisation A/c</td>
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<tr>
<td><strong>7</strong></td>
<td><strong>Designated Officer:</strong></td>
<td></td>
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</table>
Special Secretary, Transport Department, Government of West Bengal

(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation)

Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001.
Tel: 91-33-2262 7274; Fax: 91-33-2262 7057/5412;
Email: js.transport.gowb@gmail.com

8 Eligibility Criteria

Technical Capacity: Minimum floor area of at least 12,543 sq. m. in the last seven full calendar years (i.e. between 1st January 2009 and 31st December 2015)

Financial Capacity: Net Worth of at least Rs. 8,43,00,000/- (Rupees Eight Crores Forty Three Lakhs only) as on the last date of the financial year 2014-15

9 Tentative schedule of bidding process

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of RfP</td>
<td>18th July 2016</td>
</tr>
<tr>
<td>Last date for receiving bid document cost</td>
<td>12th September 2016 till 4 pm</td>
</tr>
<tr>
<td>Bid due date and time</td>
<td>19th September 2016 till 4 pm</td>
</tr>
</tbody>
</table>

10 Tentative payment & construction schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Timeline</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of confirmation of payment 1st installment payment of 10% of the Financial Bid by the Selected Bidder (to be called the Zero Date)</td>
<td>Within 15 days from issue of LOI</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td>Execution of Power of Attorney and Development Agreement by CSTC (upon Selected Bidder making 2nd installment payment of 5% of the Financial Bid as well as furnishing the performance guarantee)</td>
<td>15 days from Zero Date</td>
<td>CSTC</td>
</tr>
<tr>
<td>Phase</td>
<td>Event Description</td>
<td>Time Frame</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Phase I</td>
<td>Submission of DPS along with 3rd installment payment of 5% of the Financial Bid</td>
<td>Within 3 months of execution of Power of Attorney and Development Agreement</td>
</tr>
<tr>
<td></td>
<td>Approval of DPS</td>
<td>Within 30 days of submission</td>
</tr>
<tr>
<td>Phase II</td>
<td>Notice of intimation for handover of possession of site</td>
<td>Within 9 months of date of LOI</td>
</tr>
<tr>
<td></td>
<td>Payment of 4th installment of 75% of the Financial Bid by Selected Bidder</td>
<td>Within 30 days of notice of intimation of handover of possession of site</td>
</tr>
<tr>
<td></td>
<td>Handover of possession of site to Selected Bidder</td>
<td>Within 30 days of confirmation of payment of 4th installment</td>
</tr>
<tr>
<td></td>
<td>Completion of construction of CSTC's allocation</td>
<td>Within 24 months of handover of possession of site</td>
</tr>
<tr>
<td></td>
<td>Acceptance of construction of CSTC's allocation by CSTC and grant of permission by CSTC to Selected Bidder and submission of the partial completion certificate of the STUs</td>
<td>Within 60 days of Selected Bidder’s communication on completion of construction of CSTC’s allocation</td>
</tr>
<tr>
<td>Phase III</td>
<td>Completion of construction of the Commercial Development Area and obtaining notice of completion from a certified LBS/LBA</td>
<td>Within 60 months of handover of possession of site</td>
</tr>
<tr>
<td></td>
<td>Obtaining full Occupancy Certificate in respect of the Project from Kolkata Municipal Corporation</td>
<td>As required</td>
</tr>
<tr>
<td></td>
<td>Execution of Deed of Sub-Lease</td>
<td>Within 30 days of receipt of the full Occupancy Certificate</td>
</tr>
</tbody>
</table>

Diagram and layout of the identified land parcel within the depot: Please see Appendix II and III.

Damages payable to CSTC for delays in completion of construction and handing over
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>13</strong></td>
<td><strong>Specifications of CSTC's allocation: See Appendix III</strong></td>
</tr>
<tr>
<td><strong>14</strong></td>
<td><strong>Approximate timeframe required by CSTC for handover of the identified land parcel within the depot: 11 months from date of LOI</strong></td>
</tr>
</tbody>
</table>

of possession of CSTC’s allocation to CSTC: As specified in clause 12.1 of the Development Agreement
APPENDIX II: PROJECT BRIEF

CSTC intends to utilize potential of land of the Garia - 5 Depot. An area of more or less 104 cottahs has been demarcated in the said depot, with frontage on Raja Subodh Mullick Road. Presently the area contains the buses of the depot. The Selected Bidder shall be allowed to construct, in the area demarcated in such Depot, without causing undue disruption and disturbance to depot activities of CSTC in other portions. The diagram of the depot is attached overleaf.

Construction of basement is allowed as per extant building rules.

Any construction must be in accordance with the National Building Code of India and also other applicable laws, rules and regulations. The Selected Bidder will have to create the minimum off-street car parking spaces as specified by extant building rules and municipal bye-laws and observe all building rules and regulations.
Map of Project Site

PROPOSED DEVELOPMENT PLAN
NOTE: ALL DIMENSIONS ARE IN METRE

Goutam Bhattacharya
Senior Engineer (Civil in Charge)
Calcutta State Transport Corporation

Calcutta State Transport Corporation

Date: 13/2/15
APPENDIX III: CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS OF CSTC’s ALLOCATION

CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS OF CSTC’s ALLOCATION for GARIYA DEPOT

The Construction Requirements include:

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement Description</th>
<th>Minimum Width</th>
<th>Maximum Height</th>
<th>Minimum Area</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Segregated entry &amp; driveway for buses from external road to depot</td>
<td>6.0 m</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Segregated exit &amp; driveway for buses from depot to external road</td>
<td>6.0 m</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Paved (concreted) area for bus parking and circulation with drive way of 5.5 m. width connecting entry and exit gate.</td>
<td>Minimum area of 3500 m² to be provided in 1 or 2 (maximum) location with head clearance of 6.0 m.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bus servicing area including workshop and repair areas</td>
<td>Minimum area of 1606 m²/with clear height of 6 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Office space</td>
<td>Minimum area of 600 m²/with height of 3.2 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Toilet blocks</td>
<td>Minimum area of 65 m²/with height of 3.5 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Passenger waiting areas - near exit gate for bases</td>
<td>Minimum area of 20 m²/with height of 3.3 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Ticket/Information counter cum traffic controller office</td>
<td>Minimum area of 10 m²/with height of 3.3 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Minimum gap between pillars on the ground floor</td>
<td>6 m</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other considerations in respect of the Construction Requirements:

- The depot should be so designed so as to accommodate various types of buses like long, mid, and short buses. The roads should have a turning radius of not less than 12 m and a slope of not less than 1 in 12.
- Rigid pavement for all bus movement areas.
- Installation of utilities such as water supply & sewerage, drainage, electricity & lighting, telecommunication, etc., shall form an essential part of the construction requirements.
- The utilities for the CSTC's Allocation and the Commercial Development Area shall be separate.
- The detailed design undertaken by the Selected Bidder/Leasee/Sub-Leasee shall be in compliance with all statutory requirements, including but not limited to the conditions, regulations, measures, and requirements listed by the Ministry of Environment and Forests, Govt. of India, the West Bengal Pollution Control Board and Department of Fire and Emergency Services, Govt. of West Bengal.
- 6 No. service deck with ramp should be constructed over ground with suitable gradient to reach the vehicle on service deck for servicing and other mechanical jobs.
- Free access for movement of buses of CSTC to the existing Fuel Bay should be maintained during construction and till new constructed Fuel Bay at No. 6 Terminus, garis be completed.
• Depot maintenance work like activities of Tyre Shop, Service Pits and Stores may be undisturbed as far as practicable till new constructions of the same at No. 6 Terminals, Garia be completed.
• Conditions, regulations, measures and requirements of whatever kind imposed by any applicable laws.

Key Development Criteria

The detailed design to be undertaken by the Selected Bidder/ Lessee/ Sub-Lessee shall also fulfill the key development criteria as specified below:
• The design should allow for 24 hours round the clock operations throughout 365 days of the year in all weather conditions
• Conflict free movement of buses and staff between the external roads/entrance/parking areas within the CSTC’s Allocation
• Acoustics: The minimum requirements for the acoustical design are the recommendations in the National Building Code and the (adjoining) Indian Standards.

General Utility Requirements

The utility requirements should be planned and constructed separately for CSTC’s Allocation and the Commercial Development Area. The Selected Bidder/ Lessee/ Sub-Lessee shall bear all costs for the shifting of utilities, as estimated by the respective utility agency. CSTC shall provide all necessary administrative support in this regard. The Selected Bidder/ Lessee/ Sub-Lessee shall also obtain all the necessary clearances from all the concerned authorities - CSTC shall provide support letters in this regard.

• Mechanical Ventilation

The entire of the CSTC’s Allocation should be considered for Mechanical Ventilation.

• Sewerage System

• All sewer pipes shall be CI pipes with IS marking; sewage shall be collected from toilets/disposal points and conveyed to the KMC sewer connection.
• All manholes shall be of RCC with inside coal tar epoxy painting in 2 coats.

• Water Supply

• Water requirements for the CSTC’s Allocation shall be 100 cubic meter per day (calculated as per National Building Code provisions) for various uses such as washing, drinking, toilets, bus depot area washing etc.
• Underground sump of 2 days storage shall be constructed.
• Hydro pneumatic system for supply of water to all the outlet points.

• Road Drainage
- RCC covered drains shall be adopted for the entire road length of the Project (both CSTC’s Allocation and the Commercial Development Area) and no alternative proposal shall be acceptable.
- RCC drain and cover shall be designed for anticipated traffic load and additional load of cover slab to be placed in the future.
- Galvanized grating shall be provided at every 4.5m for cleaning purposes.

Senior Engineer (Civil)-in-Charge  
C.S.T.C.

Chief Mechanical Engineer  
C.S.T.C.
## APPENDIX III A: CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td><strong>Internal traffic circulation plan &amp; entry and exits – for both CSTC’s allocation and the Commercial Development Area</strong></td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>i) Segregated entry/exit and internal driveways for free movement of buses/ trams and other vehicles</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>ii) Conflict free movement and parking of buses / trams within CSTC’s allocation</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iii) Conflict free movement and parking of private vehicles within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iv) Conflict free movement and parking of intermediate public transport such as taxis within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>v) Traffic management at entry/ exit points of both CSTC’s allocation and the Commercial Development Area – plans for entry/ exit of buses/ trams and other vehicles without any conflict with external traffic on the roads.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>vi) Preliminary traffic management plan for enabling easy entry/ exit of buses/ trams and other vehicles and movement of traffic in the approach and exit roads</td>
<td>5</td>
</tr>
<tr>
<td>II</td>
<td><strong>Internal traffic pedestrian plan &amp; entry and exits – for both CSTC’s allocation and the Commercial Development Area</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>i) Conflict free movement of passengers from external roads to the passenger waiting areas – for CSTC’s allocation</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>ii) Conflict free movement of pedestrians from the external roads to the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iii) Conflict free circulation of pedestrians within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iv) Movement of pedestrians between the surrounding roads external without any disruption caused by the Project and conflict with internal/external traffic of the Project</td>
<td>5</td>
</tr>
<tr>
<td>III</td>
<td><strong>Overall concept design and plan</strong></td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>i) Overall physical segregation and independence of CSTC’s allocation and the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>ii) Access and maximum walking distance for passengers from the main access road to the passenger waiting areas (below 25m – 5 marks, 25m to 50m – 3 marks, above 50m – 0 marks)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iii) Demarcation and sufficiency of areas for providing utility services</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>iv) Concept plan and area statement for optimal utilization of unused FAR available at the depot</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>v) Provision of external designs, landscaping and beautification that would make the Project a landmark for the area</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td><strong>Presentation of Technical Proposal to Technical Proposal Evaluation Committee</strong></td>
<td>25</td>
</tr>
</tbody>
</table>
APPENDIX IV: QUALIFICATION BID

ANNEXURE A: COVERING LETTER

(On the letterhead of the bidder/ lead member of the consortium)

Dated: [●]

To
Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700001.

Sub: Qualification Bid for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 13 dated 18th July 2016, we, having examined the RfP Document and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional and unqualified.

2. We acknowledge that the Department will be relying on the information provided in the bid and the documents accompanying the bid for selection of the Developer/ Sub-Lessee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.

3. This statement is made for the express purpose for our selection as Developer/ Sub-Lessee for the above mentioned project.

4. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the bid.

5. We acknowledge the right of the Department to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law
our right to challenge the same on any account whatsoever.

6. **We declare that:**
   
   (a) **We have examined and have no reservations to the bidding documents, and accept the same including any addendum issued by the Department.**
   
   (b) **We do not have any conflict of interest in accordance with clause 6.8 of the RfP document;**
   
   (c) **We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 3.3 of the RfP, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State; and**
   
   (d) **We hereby certify to ensure that in conformity with the provisions of clause 3 of the RfP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.**

7. **We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to bid for the Project, without incurring any liability to the bidders, in accordance with clause 1.16 of the RfP document.**

8. **We declare that we/ any member of our consortium (delete as applicable) are/ is not a member of a/ any other consortium submitting a bid for the Project.**

9. **We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RfP, we shall intimate the Department of the same immediately.**

10. **We acknowledge that our (company / firm / consortium), being a (company/ partnership...**
firm / consortium of companies / firm} is qualified on the basis of Technical Capacity and Financial Capacity required as per the RfP. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of change in ownership.

11. We acknowledge and agree that in the event of a change in control of an associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RfP, we shall inform the Department forthwith along with all relevant particulars and the Department may, in its sole discretion, disqualify our consortium or withdraw the LOI, as the case may be.

12. The statement of legal capacity as per format provided in Annexure J of Appendix IV of the RfP, and duly signed, is enclosed. The Power of Attorney for signing of application for single bidders / the Power of Attorney for lead member of consortium, as per format provided in Annexure C/D of Appendix IV respectively of the RfP, is also enclosed. The RfP document together with any subsequent addendum/ corrigendum/ clarifications issued by the Department/ CSTC in this regard, duly initialed on all pages in token of its acceptance is also enclosed.

13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department in connection with the selection of the bidder, or in connection with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of our being declared as the Selected Bidder, we agree to enter into the Deed of Lease/ Sub-Lease and the Development Agreement with CSTC in accordance with the proforma Deed of Sub-Lease and the Development Agreement enclosed hereto. We agree not to seek any changes in the aforesaid proforma.

15. We have studied all the bidding documents carefully and also surveyed the site. We agree
that we shall have no claim arising out of any documents or information provided to us by
the Department or in respect of any matter arising out of or relating to the bidding process
including the award of sub-lease.

16. We offer a bid security of Rs. 87,00,000/- (Rupees Eighty Seven Lakhs only) in accordance
with the RfP. The bid security is in the form of a Bank Guarantee and is enclosed.

17. We agree and understand that the bid is subject to the provisions of the bidding
documents. In no case, we shall have any claim or right of whatsoever nature if the Project
/ sub-lease is not awarded to us or our bid is rejected or not opened.

18. The Financial Bid has been quoted by us after taking into consideration all the terms and
conditions stated in the RfP, Development Agreement, proforma Deed of Sub-Lease, our
own estimates of costs, investigation of title and after a careful assessment of the site and
all the conditions that may affect the cost and implementation of the Project.

19. We shall keep this offer valid for 1 (one) year from the bid due date specified in the RfP.

20. We agree and undertake to abide by all the terms and conditions of the RfP, especially with
respect to timely completion of construction of the project as specified in Appendix I: Data
Sheet. We understand that any delay on our part in completing the construction will make
us liable to pay damages in accordance with clause 12.1 of the Development Agreement.

21. We certify that we fulfill the eligibility criteria in accordance with clauses 1.4.2, 1.4.3, 1.4.4
and 1.4.5 of the RfP.

22. We certify that in terms of the RfP, our Net Worth is Rs. [•]/- (Rupees [•] only) as on [•].

Yours faithfully,

Date: [Signature, name and designation of the authorised signatory]

Place: [Name and seal of the bidder/ lead member]
APPENDIX IV: QUALIFICATION BID

ANNEXURE B: GENERAL INFORMATION OF BIDDER

(On the letterhead of the bidder/ lead member of the consortium)

Dated: [●]

1. 
   a) Name:
   
   b) Address of the corporate headquarters:
   
   c) Date of incorporation and / or commencement of business:

2. Brief description of the company / partnership including details of its main lines of business:

3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:
   
   a) Name:
   
   b) Designation:
   
   c) Address:
   
   d) Telephone Number:
   
   e) email address:
   
   f) Fax Number:

4. Particulars of the authorised signatory of the bidder:
   
   a) Name:
   
   b) Designation:
   
   c) Address:
   
   d) Telephone Number:
   
   e) email address:
   
   f) Fax Number:

5. In case of a consortium:
(a) The information (for 1 and 2 above) should be provided for all the members of the consortium.

(b) A copy of the Joint Bidding Agreement, as envisaged in clause 1.4.3 (b) should be attached to the Qualification Bid.

(c) Information regarding the role of each member should be provided as per table below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of member</th>
<th>Whether lead member (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
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</tr>
</tbody>
</table>

6. **Net worth details**

In case of a single bidder:

<table>
<thead>
<tr>
<th>As on last date of financial year</th>
<th>Net worth (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
</tbody>
</table>

In case of a consortium:

<table>
<thead>
<tr>
<th>As on last date of financial year</th>
<th>Net worth (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lead member</td>
</tr>
<tr>
<td></td>
<td>&lt;Member name&gt;</td>
</tr>
<tr>
<td>2014-2015</td>
<td>&lt;share of Net Worth in %&gt; *</td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
</tbody>
</table>

* Please indicate % share of each member of the consortium in the combined Net Worth of the Consortium as on last date of financial year 2014-2015
APPENDIX IV: QUALIFICATION BID

ANNEXURE C: POWER OF ATTORNEY FOR SOLE BIDDER

(To be executed on stamp paper of appropriate value)

Know all men by these presents, We, ____________________________(name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. ___________________________ son/daughter/wife of Mr. ___________________________ and presently residing at ____________________________, who is presently employed with us and holding the position of ____________________________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ‘<Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation>‘ (the “Project”) proposed by the Transport Department, Government of West Bengal (the “Department”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information/responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Deed of Sub-Lease and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Deed of Sub-Lease with the CSTC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have...
been done by us.

IN WITNESS WHEREOF WE, __________________________ , THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF ____________ , 20**.

For __________________________

(Signature, name, designation and address)

Witnesses:

1.

2. [Notarised]

Accepted

____________________

(Signature)

(Name, Title and Address of the Attorney)
Notes:

- The mode of execution of the Power of Attorney should be in accordance with the applicable laws.

- Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders or any other resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

- Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.
APPENDIX IV: QUALIFICATION BID

ANNEXURE D: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on stamp paper of appropriate value)

WHEREAS Transport Department, Government of West Bengal (the “Department”) has invited bids from interested parties for ‘<Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation>’ (the “Project”).

AND WHEREAS, ______, ______, and ______ (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal vide RfP No. 13 dated 18th July 2016 and other connected documents in respect of the Project, and

AND WHEREAS, it is necessary for the members of the Consortium to designate one of the members as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ______ having our registered office/ office at ____________________________, and M/s. ______, having our registered office/ office at ____________________________, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. ____________, having its registered office/ office at ____________, (acting
through Mr. [●], its [●], Mr. [●], its [●], jointly or severally), being one of the members of the Consortium, as our Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is declared as the Selected Bidder, in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the consortium and generally to represent the Consortium in all its dealings with the Department, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Deed of Sub-Lease is entered into with the CSTC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ______ DAY OF 20**.

For _____
(Signature)
Witnesses:

1. [Notarised]

2. __________________________

(Executants)

(To be executed by all the members of the consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the applicable laws.

- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution or any other resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

- Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.
APPENDIX IV: QUALIFICATION BID

ANNEXURE E: BANK GUARANTEE FOR BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No.  

Dated: [•]  

1. In consideration of you, Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 12, R. N. Mukherjee Road, Kolkata – 700001 (hereinafter referred to as the “Department”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of _______ (a Company registered under the provisions of the Companies Act, 1956 / [●]1) and having its {registered office/ office} at _______ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation’ (hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 13 dated 18th July 2016 issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of clause 1.19.1 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RfP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the

---

1 Mention relevant legislation under which entity is registered, as applicable
Department an amount of Rs. [●]/- (Rupees [●] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or merely on the first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 1 (one) year from the bid due date or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Department shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period set forth in the said
Bidding Documents, and the decision of the Department that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Department.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Department shall be entitled to treat the Bank as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of letter of intimation of award of contract by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Department, and the Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered post to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for Department to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Department may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein
   i. Our liability under this Bank Guarantee shall not exceed Rs. [●] (Rupees [●] only).
   ii. This Bank Guarantee shall be valid up to [●]; and
   iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [●].

Signed and Delivered by _______ Bank

By the hand of Mr. /Ms. _______, its _______ and authorised official.
(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX IV: QUALIFICATION BID

ANNEXURE F: JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the .......... day of .......... 20...

AMONGST

1. {..........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “First Part” or the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Second Part” or the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

3. {..........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Third Part” or the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)
The above mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) Transport Department, Government of West Bengal (hereinafter referred to as the “the Department” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“bids”) by its Request for Proposal vide RfP No. 13 dated 18th July 2016 (“RfP”) for selection of bidders for ‘<Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation>’ (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RfP and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RfP that the members of the Consortium shall enter into a Joint Bidding Agreement (the “Agreement”) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfP.

2. Consortium
2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, they shall form a company or a limited liability partnership within the time stipulated in the RfP document and shall be liable to make payment of the Sub-Lease Premium, carry out the development and also enter into Deed of Sub-Lease with the STU (as defined in the RfP) and for performing all its obligations as the Sub-Lessee in terms of the Deed of Sub-Lease for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the signing of the Deed of Sub-Lease.

5. Joint and Several Liability
The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RfP and the Deed of Sub-Lease, during subsistence of the Deed of Sub-Lease.

6. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;

(b) Share of each Party in the proposed Consortium shall be as follows:

(i) [●] (lead member) - [●] %

(ii) [●] - [●] %

(iii) [●] - [●] %

(c) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(d) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(e) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. **Lead Member's Representations**

In addition to the above, the Lead Member undertakes not to lessen its shareholding in the Consortium from a minimum of 51%, till completion of construction of the Project.
8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Deed of Sub-Lease for the Project, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the bid security by the Department to the Bidder, as the case may be.

9. **Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Department.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by: (Signature) (Name) (Designation) (Address)

For and on behalf of SECOND PART (Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART by:

(Signature) (Name) (Designation) (Address)

In the presence of:
1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the applicable laws.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
APPENDIX IV: QUALIFICATION BID

ANNEXURE G: TECHNICAL CAPACITY OF BIDDER

(On the letterhead of the bidder/ lead member of the consortium)

Dated: [●]

Experience in completed development / construction of an alike project during the period

1\textsuperscript{st} January 2009 and 31\textsuperscript{st} December 2015

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and location of eligible alike project demonstrating Technical Capacity</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Date of commencement of construction</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of completion of construction</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Type of alike project</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total built-up area of the alike project (sq. m)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total super-built up area of the alike project (sq. m.)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Location of project site</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Capital expenditure incurred on project in the period between 1\textsuperscript{st} January 2009 and 31\textsuperscript{st} January 2015 (in INR)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Other relevant details:</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. The bidder shall have to submit completion certificate of the Project and the extent to which the Project is completed shall be taken into account.
2. In case the bidder submits details of more than one alike project, for each such project, details shall be provided in a separate table as per the format given above along with the necessary certificates. However, bidder has to demonstrate Technical Capacity in one alike project.

3. The statement of Technical Capacity of the bidder should be authenticated either by the entity on whose behalf the construction was done or the statutory auditor of the bidder or by a practising chartered accountant firm.
APPENDIX IV: QUALIFICATION BID

ANNEXURE H: FINANCIAL CAPACITY OF BIDDER

(On the letterhead of the statutory auditor/ qualified external auditor)

Dated: [•]

Certificate of Financial Capacity

We certify that M/s ____________, which is a {company registered under the Companies Act, 1956}, has a Net Worth of Rs. ____________ as per its last audited books of accounts immediately prior to submission of the bid. We further certify that the said Net Worth have been calculated in accordance to the formula specified in clause 1.4.6 of the RfP vide RfP No. 13 dated 18th July 2016 for ‘<Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation>’ issued by Transport Department, Government of West Bengal on 18th July 2016.

Name of statutory auditor:

Authorised signature of {statutory auditor/ a qualified external auditor who audits the books of account of the bidder}:

Seal of {statutory auditor/ a qualified external auditor who audits the books of account of the bidder}:

Date:

Note:

---

2To be issued by a statutory auditor in case of a company incorporated under the Companies Act, 1956 or a qualified external auditor who audits the books of account of the Bidder in case of other entities.
In case of a consortium, the above certificate has to be provided separately for each member of the consortium.
APPENDIX IV: QUALIFICATION BID

ANNEXURE I: QUALIFICATION BID CHECKLIST

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Checked by Bidder</th>
<th>Checked by Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Letter comprising the bid (Annexure A of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>General Information of Bidder (Annexure B of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Power of Attorney for signing of bid in the prescribed format (Annexure C of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Annexure D of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bid security in the prescribed format (Annexure E of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Joint Bidding Agreement (in case of Consortium) (Annexure F of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Technical Capacity of the Bidder (Annexure G of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Financial Capacity of the Bidder (Annexure H of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Statement of Legal Capacity (Annexure J of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Receipt of payment of bid document cost;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Photocopy of RfP document initialed along with rubber stamp/common seal as a token of acceptance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX IV: QUALIFICATION BID

ANNEXURE J: STATEMENT OF LEGAL CAPACITY

(On the letterhead of the bidder/ each member of the consortium)

Dated: [●]

Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700001.

Dear Sir,

We hereby confirm that we/ our members in the consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RfP document vide RfP No. 13 dated 18th July 2016.

We have agreed that ......................, one of the members of the consortium, (insert member's name) will act as the lead member of our consortium.*

We have agreed that ...................... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the bid in respect of RfP for 'Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation' issued by Transport Department of the Government of West Bengal on 18th July 2016.
Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of..............................

*Please strike out whichever is not applicable.
APPENDIX V: FORMAT OF FINANCIAL BID

(On the letterhead of the bidder / lead member of the consortium)

Dated: [●]

Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001

Sub: Financial Bid for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 13 dated 18th July 2016, we, having examined the Bidding Documents and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional and unqualified.

We hereby state that our bid is in accordance with the bidding documents and proforma Deed of Sub-Lease and hereby bid the following sum as our Financial Bid:

<table>
<thead>
<tr>
<th>Amount in words</th>
<th>Amount in figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rupees ____________</td>
<td>INR ____________</td>
</tr>
<tr>
<td>_______________</td>
<td>_______________</td>
</tr>
</tbody>
</table>

We agree to pay, if selected, 95% of the above Financial Bid as Sub-Lease Premium, in terms of the RfP and to keep this offer valid for 1 (one) year from the bid due date specified in the RfP, or as extended by us from time to time.

2. We agree and undertake to abide by all the terms and conditions of the RfP document.

3. In case we are declared as the Selected Bidder, we agree to make the payment of the Sub-Lease Premium as per the terms and conditions and timelines given in clause 2.6.4 and 2.7 of the RfP document.

4. In case there is a difference between the figures and words, the amount written in words shall prevail.

Yours faithfully,
(Signature, name and designation of the authorised signatory)

(Name and seal of the bidder/ lead member)
APPENDIX VI: PROFORMA DEED OF SUB-LEASE

THIS DEED OF SUB-LEASE made this [•] day of [•], Two Thousand and Sixteen BETWEEN CALCUTTA STATE TRANSPORT CORPORATION , a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [•], hereinafter referred to as the “SUB-LESSOR” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the ONE PART AND [•], a company incorporated under the Companies Act, 1956/limited liability partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ offices at [•], hereinafter referred to as the “SUB-LESSEE” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors-in-office and/or permitted assigns) of the OTHER PART:

WHEREAS:
A. The Sub-Lessor is seized and possessed of and/or otherwise well and sufficiently entitled to as the Lessee of ALL THAT piece and parcel of land containing an area of [•] sq. m., more or less, situate, lying at and being its Depot at Garia - 5 being premises No. 48, Raja S.C. Mullick Road, Kolkata – 700084 within P.S. [•] and Ward No. [•] of the Kolkata Municipal Corporation, fully described in the SCHEDULE hereunder written and hereinafter referred to as the “said premises”.

B. Bids were invited by the Government of West Bengal in its Transport Department on behalf of CSTC inviting offers for grant of right of construction at identified area within the said premises and sub-lease of certain structures so constructed vide Request for Proposal Document vide RfP No. 13 dated 18th July 2016.
C. The bid of the Sub-Lessee was accepted subject to the Sub-Lessee complying with terms and conditions contained in the document of Request for Proposal.

D. The Sub-Lessee has since paid to the Sub-Lessor the entire premium reserved for grant of lease/sub-lease.

E. The Sub-Lessee has also caused to be sanctioned plan for construction of building on the said premises as per designs and drawings concurred with by the Sub-Lessor being Building Sanction No. [•] of [•] and has completed construction of a building on the identified land parcel within the said premises in terms of the sanctioned plan, handed over to CSTC its allocation therein and obtained occupancy certificate being No. 13 dated 18th July 2016 issued by Transport Department, Government of West Bengal and has now become entitled to a sub-lease of such structures other than CSTC’s allocation together with proportionate undivided share or interest in the land underneath the building for a period of 99 (ninety nine) years from the date of commencement of sub-lease on the terms and conditions as hereinafter contained.

**NOW THIS DEED OF SUB-LEASE WITNESSETH** as follows:

I. In consideration of a premium of Rs. [•]/- (Rupees [•] only) paid by the Sub-Lessee to the Sub-Lessor at or before the execution of these presents (the receipt whereof the Sub-Lessor doth hereby admit and acknowledge) and in further consideration of the rent hereby reserved and of the terms, conditions and covenants hereinafter contained and on the part of the Sub-Lessee to be paid observed performed and fulfilled, the Sub-Lessor doth hereby grant a sub-lease unto the Sub-Lessee of All That the building constructed by the Sub-Lessee on the said premises except
the structures made over to the Sub-Lessor as part of its allocation in terms of the aforesaid RfP
document, at premises No. 48, Raja S.C. Mullick Road, Kolkata – 700084, within P.S. [•] and
Ward No. [•] of the [•] Kolkata Municipal Corporation, fully described in the SCHEDULE
hereunder written and delineated in the map or plan hereto annexed and thereon bordered red
TOGETHER WITH proportionate share in the land on the said premises and hereinafter
collectively referred to as the “demised area”, TO HAVE AND TO HOLD the same unto the Sub-
Lessee for a period of 99 (ninety-nine) years commencing from the date of occupancy certificate
in respect of the building viz. [•] (hereinafter referred to as the “date of commencement of sub-
lease”) YIELDING AND PAYING THEREFOR unto the Sub-Lessor during the said term an annual
sub-lease rent calculated at the rate of Rs. [•] /- (Rupees [•] only) per annum from the date of
commencement of sub-lease (hereinafter referred to as the “rent”) without any deduction or
abatement whatsoever on or before the 15th day of the first month of every year of the demise
according to English Calendar for which the same is paid.

II. AND THE SUB-LESSEE DOETH HEREBY COVENANT WITH THE SUB-LESSOR as follows:

2.1 To regularly and punctually pay the rent herein reserved to the Sub-Lessor on the days
and in the manner herein mentioned without any deduction or abatement whatsoever on and
from the date of execution of the Deed of Sub-Lease.

2.2 To apply for and cause municipal apportionment of tax and others authorities to grant
separate assessment of the demised area and separate mutation also in its name to which the
Sub-Lessor has no objection.

2.3 To pay and discharge all existing and future municipality rates, taxes, revenues
assessments, impositions and outgoings (including interest and penalties in case of delayed
payment) whatsoever which now are or during the said term shall be imposed or charged upon the demise of the demised area and which may be payable by the owner or occupier thereof in respect of the demised area.

2.4 To comply with and follow all applicable laws, rules and regulations for construction and use enjoyment and possession of the demised area erected / constructed at the said premises [including but not limited to the Land Use Development and Control Plan (LUDCP) / Development Control Regulations of the Kolkata Metropolitan Development Authority/ Kolkata Municipal Corporation for the Kolkata Metropolitan/ Municipal Area or part thereof and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof and to keep the Sub-Lessor saved harmless and indemnified for all losses claims and demands which the Sub-Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.

2.5 To obtain at its own cost all permissions and licences which may be necessary to hold use and/or enjoy the building comprised in the demised area and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Sub-Lessor saved harmless and indemnified in this regard.

2.6 To keep the demised area and every part thereof in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be a risk to the health of the occupants of the demised area and the said premises or of the nearby properties at any time.

2.7 To maintain and keep all parts and structures of the demised area in good and habitable condition.
2.8 To make all arrangements for security, firefighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the demised area at its own cost and to the satisfaction of the Sub-Lessor and to carry out regular maintenance and replacement of electrical wirings, installations and appliances thereat and to keep the Sub-Lessor saved harmless and indemnified for all consequences of breach or non-observation of fire safety norms.

2.9 To allow the Sub-Lessor, its agents and servants with 24 hours' previous notice in writing (except for emergencies when no such notice would be required) to enter into and upon the demised area and all structures thereon and view the state and condition thereof and to give or leave notice of any defect in such condition which the Sub-Lessee shall be liable to make good within 15 days after such notice has been given or left.

2.10 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the demised area and to keep the Sub-Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the demised area on the expiry or sooner determination of this Deed of Sub-Lease, the Sub-Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of this sub-lessee.

2.11 To execute to the satisfaction of the Sub-Lessor all works and observe and perform all such rules and conditions which shall appear to the Sub-Lessor or to the appropriate authorities of the State to be necessary or desirable in order to keep the demised area in good sanitary order and condition.
2.12 To take steps to ensure that no third party may encroach into or upon any portion of the demised area.

2.13 To allow any person authorised by the Sub-Lessor to inspect, repair and clean sewer lines or to do any other works in connection therewith, within the demised area without any obstruction or hindrance by the Sub-Lessee or by any of its men and agents.

2.14 Not to use any means of access to the demised area except the delineated path and passages for access to the demised area.

2.15 Not to claim any right of partition by metes and bounds of the undivided proportionate share or interest of the land.

2.16 Not to use or allow the demised area or any part thereof to be used for any illegal or immoral purposes or for any noisy or offensive trade or business.

2.17 Not to bring in or store or allow to be brought in or stored in the demised area or any part thereof any hazardous inflammable combustible explosive or exceptionally heavy substance article or any hide, skin or other articles likely to injure or damage the structures belonging to the Sub-Lessor and/or the demised area and/or part thereof and not do or allow to be done on the demised area anything that may deteriorate the value of the demised area or injure the same in any way, except in accordance with law.

2.18 Not to allow the demised area or any construction thereon or any part thereof to be used as a place of public worship and not allow any shrine, temple, mosque, church or any other kind of place of worship to be erected thereon or on any part thereof for the said purposes.
2.19 Not to assign and/or transfer its right or interest in the demised area or any part thereof (except by way of sub-letting or any other mode or manner not amounting to a complete assignment of Sub-Lessee's right title and interest in the demised area or any part thereof as described hereinafter in clause 3.2 or on terms not inconsistent with or contrary to the terms hereof) without previous concurrence in writing of the Lessee. A transfer or assignment which is restricted hereby shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the leasehold interest of the Sub-Lessee is transferred to any other person, without the concurrence in writing of the Sub-Lessor with necessary approval of the Government of West Bengal first had and obtained Provided However That the Sub-Lessee shall have the right to mortgage or charge its sub-leasehold interest in the demised area in favour of Scheduled Banks/ Financial Institutions.

2.20 Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised area or upon any other adjoining land whatsoever.

2.21 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the demised area or for any other similar cause or nature.

2.22 Not to do or cause to be done in or upon the demised area or any part thereof any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised area or to the owners or occupiers of any adjoining or neighbouring land or premises.
2.23  Not to do or cause to be done in or upon the demised area or any part thereof any act or thing which shall or may hamper or disturb the normal depot activities to be carried out by the Sub-Lessor.

2.24  At the expiry of the term hereby granted or sooner determination thereof, the Sub-Lessee shall make over vacant and peaceful possession of the demised area to the Sub-Lessor together with all constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures comprising the demised area existing at the time of expiry of sub-lease or sooner determination thereof.

III.  THE SUB-LESSOR HEREBY COVENANTS WITH THE SUB-LESSEE as follows:

3.1  The Sub-Lessee, paying the annual sub-lease rent, the said rates and taxes, and other amounts hereby reserved and observing and performing the terms conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the demised area during the term hereby created without any interruption, hindrance, disturbance or obstruction by the Sub-Lessor or any person claiming through under or in trust for the Sub-Lessor.

3.2  The Sub-Lessee shall be entitled to transfer in the nature of further sub-lease or otherwise deal with or dispose of the demised area and/or part thereof not amounting to any assignment of Sub-Lessee's interest in the demised area or any part thereof on terms and conditions not contrary to or inconsistent with the terms of these presents, without need of any concurrence of the Sub-Lessor PROVIDED HOWEVER that the Sub-Lessee shall always keep the Sub-Lessor saved harmless and indemnified from and against any losses claims or demands which the Sub-Lessor may suffer or be put to by reason of any such sub-letting or use.
3.3 The Sub-Lessee shall have the right to seek a renewal of the sub-lease for 1 (one) like term by making an application to the Sub-Lessor seeking such renewal, not before 1 (one) year prior to expiry of the term hereby created. The terms and conditions of the renewed sub-lease will be as may be mutually agreed by the Sub-Lessor and the Sub-Lessee, at the time of renewal of the sub-lease.

IV. THE SUB-LESSOR AND THE SUB-LESSEE HEREBY AGREES AND COVENANTS WITH EACH OTHER as follows:

4.1 That any demand for payment or notice requiring to be made upon or given to the Sub-Lessee shall be sufficiently made or given if sent by the Sub-Lessor to the Sub-Lessee at the address of the demised area or sent by registered post / speed post addressed to the Sub-Lessee at the demised area or to its last known address and that, the notice requiring to be given to the Sub-Lessor shall be sufficiently given if delivered at or sent by registered post / speed post addressed to the office of the Sub-Lessee. All changes of address of the Sub-Lessee shall be communicated by the Sub-Lessee to the Managing Director of the Sub-Lessor in writing within a reasonable period of its change.

4.2 That any relaxation and indulgence granted by the Sub-Lessor to the Sub-Lessee shall not in anyway prejudice the rights of the Sub-Lessor under this Deed of Sub-Lease.

4.3 That the failure of the Sub-Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term condition and covenant and such failure shall not in any way affect
the validity of this Deed of Sub-Lease or the rights and obligations of the parties hereto. The Sub-Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of sub-lease executed by both parties hereto.

4.4 That any statutory powers as may have been or will be conferred upon the Sub-Lessor shall automatically apply to the present sub-lease and the demised area and provisions in that respect shall be deemed to have been incorporated in these presents by way of reference and the Sub-Lessee is deemed to have constructive notice thereof.

4.5 That the terms and conditions of the sub-lease shall be subject to changes of policy of the Sub-Lessor from time to time and the Sub-Lessee shall abide by the same.

4.6 If the Sub-Lessee shall commit an act of insolvency or be adjudicated bankrupt or insolvent or enter into a composition or arrangement with its creditors or if the Sub-Lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (including for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a receiver to be appointed in respect of any of their properties and effects or notwithstanding anything in these presents contained, if the Sub-Lessee is in breach of any of the terms, conditions and covenants contained in these presents and on its part to be paid observed or performed and the Sub-Lessor calling upon the Sub-Lessee to rectify the breach complained of and such breach not being cured or rectified to the Sub-Lessor’s satisfaction within a period of 6 (six) months from the date of service of such notice, then and in any of such cases, it shall be lawful for the Sub-Lessor or any person duly authorised by it without any further notice at any time thereafter to treat this demise as determined and to re-enter into and upon the demised area or any part thereof and the same to have again repossessed and enjoyed as in its former estate and without being liable to pay any cost or
compensation for the demised area which shall vest in the Sub-Lessor on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Sub-Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Sub-Lessee herein contained.

4.7 That if it is found that the sub-lease of the demised area has been obtained by the Sub-Lessee by misrepresentation or fraud, the sub-lease shall stand determined and the Sub-Lessor entitled to its rights contained in clause 4.6 above.

4.8 That in the event of the demised area or any part thereof being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Sub-Lessee so as to render the demised area or any part thereof substantially and permanently unfit for the purpose for which it has been let, this sub-lease shall at the option of the Sub-Lessee be void.

4.9 That in case of any dispute in the interpretation of any of the clauses of the terms and condition contained in this Deed of Sub-Lease, the decision of the Sub-Lessor shall be final and binding.

4.10 That both the Sub-Lessor and the Sub-Lessee expressly agree for registration of these presents. The cost of preparing, stamping and registering this Deed of Sub-Lease shall be borne by the Sub-Lessee.

4.11 Courts at Kolkata alone shall have exclusive jurisdiction to try and entertain all disputes arising out of this Deed of Sub-Lessee and the transactions contemplated herein.
THE SCHEDULE ABOVE REFERRED TO:

(Description of the demised area)

ALL THAT the building constructed by the Sub-Lessee on the said premises except the structures made over to the Sub-Lessor as part of its allocation, containing a total built up area of [•] together with access passages in terms of the sanction plan, at premises No. [•] within P.S. [•] and Ward No. [•] of the [•] Kolkata Municipal Corporation with proportionate undivided share or interest in the land on the said premises and delineated in the building plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

On the NORTH : By [•];
On the EAST : By [•];
On the SOUTH : By [•]; and
On the WEST : By [•].

IN WITNESS WHEREOF the parties to these presents have hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the SUB-LESSOR by Mr. [•], [•], Government of West Bengal, duly authorized by the Sub-Lessor by Resolution dated [•] of its Board in this regard at Kolkata in the presence of:
SIGNED AND DELIVERED for and on behalf of the SUB-LESSEE by Mr. [•], its [•], pursuant to a resolution of its Board of Directors passed at its meeting held on [•] at Kolkata in the presence of:

DATED THIS ..... DAY OF .............., 2016

BETWEEN

[CALCUTTA STATE TRANSPORT CORPORATION] ... Sub-Lessor

AND

[•] ... Sub-Lessee

DEED OF SUB-LEASE
Of
Area at premises No. [•], Kolkata
APPENDIX VII: POWER OF ATTORNEY OF CSTC IN FAVOUR OF DESIGNATED REPRESENTATIVE OF THE SELECTED BIDDER

(To be executed on stamp paper of appropriate value and registered)

Know all men by these presents, We, Calcutta State Transport Corporation (CSTC), a Road Transport Corporation under the Road Transport Corporations Act, 1950, having its registered office at [●](the “Principal”) do hereby nominate, constitute and appoint ___________________________ (full name, description and address of the Selected Bidder) acting through ____________, son of ____________, residing at ____________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, the acts, deeds and things in connection with or incidental to the construction of building as a part of _________ (name of depot) situate lying at and being premises No. ________________________ (the “said premises”) in pursuance of the ‘<Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport Corporation>’ (the “Project”) proposed by the Transport Department, Government of West Bengal (the “Department”) in the manner as follows:

1. To appoint Architect or Architects to survey the land to carry out soil testing of the identified land parcel within the said premises on which construction is to be carried out in terms of RfP document vide RfP No. 13 dated 18th July 2016, to appoint contractor for construction of building thereon and for that purpose to correspond and to do all other acts, deeds and things as our said Attorney may deem fit and proper.
2. To prepare, sign, execute and submit all papers, documents, statements, undertakings, declarations and plans as may be required for sanction of plan by the municipal authorities and/or for alteration or modification thereof and to sign such plan or plans as may be necessary or may be required from time to time.

3. To appear and represent us before the necessary authorities including the Local Body, Fire Brigade, Kolkata Police, West Bengal Pollution Control Board, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976/ West Bengal Land Reforms Act, 1955 in connection with the sanction, modification or alteration of the plan of the proposed building(s) on the said premises.

4. To pay fees, obtain sanction orders and other permissions from the necessary authorities for sanction, modification or alteration of the plan and also to submit and take delivery of the plans sanctioned by the municipal authorities.

5. To receive refund of the excess amount of fee if any paid, for the sanction, modification or alteration of the plan to any authority or authorities.

6. To undertake physical survey, soil testing and test piling for the purpose of preparing sanctionable building plan.

7. To construct building(s) on the said land in accordance with the sanctioned plan.

8. To apply for and obtain electricity, water, sewerage, drainage and/or other connections of any other utility in the said land and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things in that regard.

9. To apply for and obtain building materials from the concerned authorities for completing construction of the building on the said premises as aforesaid.
10. To utilise or shift or have connected the existing utilities in the said premises in such manner as our said Attorney may deem fit and proper without causing unnecessary inconvenience for our operation on the remaining part of the Depot in which the said premises is situated.

11. To take steps for undertaking conversion in the nature of the land in the records of the concerned Block Land & Land Reforms Office and making all applications in the name of CSTC, in this regard.

12. For all or any of the purpose hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit all papers and documents in connection with any or all matters abovementioned.

Provided however that nothing herein contained shall entitle the Attorney while exercising any of the powers hereby granted shall not be entitled to create any financial or other liability on CSTC.

We hereby agree that all acts deeds and things lawfully done by our said Attorney by virtue of and purporting to be under the authority hereby conferred shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm and agree to ratify and confirm all and whatever our said Attorney shall lawfully do or cause to be done in or about the premises aforesaid.

In witness whereof, we have executed this Power of Attorney on this ........ day of ................. Two Thousand and Sixteen.
EXECUTED AND DELIVERED on behalf of CSTC by

its Managing Director, Shri ________________
pursuant to its Board Resolution dated ______ at

Kolkata in the presence of:

___________________________________
(Signature of the Attorney)

APPENDIX VIII: BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(To be executed on stamp paper of appropriate value)

B.G. No. Dated: [•]

Managing Director,

[Calcutta State Transport Corporation].

1. In consideration of the Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 12, R. N. Mukherjee Road, Kolkata – 700001 (hereinafter referred to as the “Department”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to issue on your behalf, viz. on behalf of Calcutta State Transport Corporation (for short “CSTC”), letter of intimation of award of contract (“LOI”) in favour of ______ a Company registered under the Companies Act, 1956 and having its registered office at ______ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder”, which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 Depot of Calcutta State Transport
Corporation (hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 13 dated 18th July 2016 issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at ______ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of clause 2.9.2 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Bidder as contained in the RfP Document vide RfP No. 13 dated 18th July 2016 and unconditionally and irrevocably undertake to pay forthwith to CSTC an amount of Rs. [•]/- (Rupees [•] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed including the obligation of construction of the building on the said premises in terms of the RfP document.

2. Any such written demand made by CSTC stating that the Bidder is in default of the due and faithful fulfillment and performance of the obligations of the Bidder contained in the RfP Document shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CSTC is disputed by the Bidder or not merely on the first demand from CSTC stating that the amount claimed is due to CSTC by reason of failure of the Bidder to fulfill and perform its obligations contained in the RfP Document for any reason whatsoever. Any
such demand made on the Bank shall be conclusive as regards amount due and payable by
the Bank under this Guarantee. However, our liability under this Guarantee shall be
restricted to an amount not exceeding [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one
hundred and twenty) days after stipulated date of completion of construction of the
building and thereafter for such extended period as may be mutually agreed between the
Department and the Bidder, and agreed to by the Bank, and shall continue to be
enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that CSTC shall be the sole judge to decide as to whether the
Bidder is in default of due and faithful fulfillment and performance of its obligations
contained in the RfP Document and the decision of CSTC that the Bidder is in default as
aforesaid shall be final and binding on us, notwithstanding any differences between CSTC
and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other
authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the
Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank
with any other person.

7. In order to give full effect to this Guarantee, CSTC shall be entitled to treat the Bank as the
principal debtor. CSTC shall have the fullest liberty without affecting in any way the
liability of the Bank under this Guarantee from time to time to vary any of the terms and
conditions contained in the said RfP Document or the period for fulfillment and compliance
with all or any of the terms and conditions contained in the said RfP Document by the said
Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to CSTC, and the Bank shall not be released from its liability under these presents by any exercise by CSTC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CSTC or any indulgence by CSTC to the said Bidder or by any change in the constitution of CSTC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for CSTC to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which CSTC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein
   i) Our liability under this Bank Guarantee shall not exceed Rs. [●] (Rupees [●] only).
   ii) This Bank Guarantee shall be valid up to [●]; and
   iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [●].

Signed and Delivered by _______ Bank

By the hand of Mr. /Ms. _______, its _______ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX IX: DEVELOPMENT AGREEMENT

THIS AGREEMENT made this [•] day of [•], Two Thousand and Sixteen;

BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION, a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [•], hereinafter referred to as "CSTC " (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or and assigns) of the FIRST PART

AND

[•], a company incorporated under the Companies Act, 1956, / limited liability partnership (LLP) under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ office at [•], hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or permitted assigns) of the SECOND PART

AND

(where the Developer is a consortium)

{..........., a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND

{............... a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ................................ (hereinafter referred to as the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{............... a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ................................ (hereinafter referred to as the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The Lead Member, 1st Consortium Member and the 2nd Consortium Member hereinafter collectively referred to as the “CONFIRMING PARTIES” of the THIRD PART.

WHEREAS:

A. CSTC is seized and possessed of and/or otherwise well and sufficiently entitled to as the Lessee of ALL THAT piece and parcel of land containing an area of [•] cottahs, more or less, situate, lying at and being its Depot at 48, Raja S.C. Mullick Road, Kolkata – 700084 within P.S. [•] and Ward No. [•] of Kolkata Municipal Corporation, fully described in the SCHEDULE – I hereunder written and hereinafter referred to as the “said premises”.

B. Bids were invited on behalf of CSTC by the Government of West Bengal in its Transport Department inviting offers for grant of right of development on the said premises or the identified area, as more particularly described in the SCHEDULE – II hereunder written, within the said premises and sub-lease of certain structures so constructed vide Request for Proposal Document dated 18th July 2016.
C. The bid of the Developer was accepted subject to the Developer complying with terms and conditions contained in the document of Request for Proposal.

D. In terms of the Request for Proposal document, the Developer has agreed to construct a building on the said premises or said identified area, as the case may be including the area more fully mentioned and described in the SCHEDULE – III hereunder written and hereinafter referred to as “the Site”, in accordance with the construction specifications as contained in the SCHEDULE – IV hereunder written and hand over the same to CSTC in accordance with the terms and conditions as hereinafter contained.

E. The parties have agreed in terms of the RfP document to enter into the Development Agreement for carrying on development in terms of the RfP document as the identified land and in the said premises.

NOW THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

**ARTICLE - I**

**DEFINITIONS**

1.1 In this Agreement unless context otherwise permits, the following expression shall have the meanings assigns to them as –

(a) “Architect” shall mean a person or persons or firm or firms who may be appointed by the Developer with the consent of CSTC for carrying on function of an architect in respect of the proposed construction of the CSTC’s Allocation.
(b) "Agreement" or "Development Agreement" means this Development Agreement, including the Schedules as may be amended, supplemented or modified in accordance with the provisions hereof.

(c) "Article" shall mean an article to this Agreement.

(d) "Applicable Laws" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including statutes, rules, regulations, ordinances, policies having force of law, judgments, orders, decrees, bye-laws, approvals, directives, guidelines, requirements, notifications or other governmental regulations or restrictions or any similar form of decision of, or determination by, or any interpretation by a court of law or any governmental authority having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

(e) "Building Contract" means the construction contract or contracts to be executed between the Developer and any party/parties for the construction of CSTC's Allocation and the Commercial Development Area.

(f) "Building Contractor" shall mean any party/parties to be employed or appointed by the Developer for development and construction of CSTC's Allocation and the Commercial Development Area.

(g) "Building Drawings" are the drawings including plans, elevations, sections and details, prepared for the purpose of obtaining building sanction or revision of existing sanction from the jurisdictional Municipal Corporation, Municipality, panchayat or other concerned authorities, following the specific requirements of the sanctioning authority.

(h) "Consents" shall mean any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any government authority.
required in connection with the construction of the CSTC's Allocation and for undertaking, performing or discharging the obligations contemplated by this Agreement.

(i) "Commencement Date" shall be the date of execution of this Agreement.

(j) "Completion Date" shall be the date of obtaining full Occupancy Certificate after completion of construction of the Commercial Development Area.

(k) "Commercial Development Area" shall mean the development of one of more buildings at the Site, subject to obtaining necessary Consents in this regard, as may be permitted by the sanctioning authorities, to be constructed on the Site excluding CSTC's Allocation.

(l) "Claims" means claims, demands, suits, criminal or civil actions or similar proceedings that are initiated by a third party (including enforcement proceedings by any governmental authority) against CSTC, and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and expenses and other reasonable costs for defense, settlement and appeal) that CSTC has or may incur, become responsible for, or pay out for any reason, related to this Agreement, the construction of the CSTC's Allocation.

(m) "CSTC's Allocation" shall refer to the structures and constructed areas as described in Schedule –III hereof.

(n) "Defects Liability Period" shall have the meaning ascribed to it in Article 14.2.

(o) "Developer's Allocation" shall mean the rest and residue of all structures built at the Site except CSTC's Allocation.

(p) "Developer Event of Default" shall have the meaning ascribed to it in Article 13.1.

(q) "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind
having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Site or the CSTC's Allocation or third party claims or rights of any kind attaching to the same.

(r) "End Users" means the parties occupying, using or having the right to obtain a further sub-lease of or to occupy or use the Units or any part thereof.

(s) "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation, maintenance and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contractor and/or operator and/or developer, in a project of the type and size similar to the CSTC's Allocation.

(t) "Lease" shall have the meaning ascribed to it in Article 3.1.

(u) "Liquidated Damages" shall have the meaning ascribed to it in Article 12.1.

(v) "Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.

(w) "Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement / has a Material Adverse Effect.

(x) "Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
(y) "Professional Team" shall mean the architects, civil engineer, structural engineers, mechanical and/or electrical engineers, surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the development of the Site in accordance with the terms of this Agreement.

(z) "Project Implementation Schedule" shall have the meaning ascribed to it in SCHEDULE – V hereunder written.

(aa) "Recital" means recital to this Agreement.

(bb) "Sanctioned Building Drawings" shall mean the building drawings as sanctioned by the Kolkata Municipal Corporation.

(cc) "Site" means the identified area within the said premises, as more fully described in SCHEDULE – II hereunder written), for the purpose of development thereof and construction of the Commercial Development Area thereupon by the Developer.

(dd) "Specifications" shall mean the specifications and/or materials to be used for construction erection and completion of CSTC's Allocation and the building and/or buildings generally for the development of the Site and as generally specified in SCHEDULE – IV hereunder written.

(ee) "Transfer in the form of further sub-lease" shall have the meaning ascribed to it in Article 10.2.

(ff) "Substitution Agreement" shall mean the Substitution Agreement prepared on the lines of the model Substitution Agreement given in Appendix - XI of the RfP document.

(gg) "Taxes" means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental authority against CSTC or the
Developer in connection with the development of the CSTC’s Allocation and/or the Complex.

(hh) "Termination Date" shall have the meaning ascribed to it in Article 13.2(c).

(ii) “Units” shall mean the various constructed spaces to form part of the Commercial Development Area at the Site and to be ultimately held by End Users on further sub-lease basis.

ARTICLE - II

INTERPRETATION

2.1 Unless there is something in the subject or context inconsistent therewith:

2.1.1 Any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.1.2 Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders.

2.1.3 A reference to an Article or a Schedule is a reference to an Article or a Schedule, as the case may be of, or to, this Agreement.

2.1.4 The headings appearing in this Agreement are for reference only and shall not affect the construction thereof.

2.1.5 Reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it and any novation of it and anything supplemental to it.

2.1.6 The term “or” shall not be exclusive and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a whole
and not merely to the specific provision where such terms may appear; and the terms “including” and “include” shall be construed without limitation.

2.1.7 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article.

2.1.8 The words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings.

ARTICLE - III

SUB-LEASE, DEVELOPMENTAL RIGHT AND DEVELOPMENT OF SITE

3.1 In consideration of the Developer having made payment to CSTC in the manner contained in the RfP document of a sum of Rs. [•] /- (Rupees [•] only) ("Sub-lease Premium") and observing and fulfilling all terms conditions and covenants on its part contained herein as also in the document of Request for Proposal dated 18th July 2016, CSTC agrees to grant to the Developer the right and/or license to carry out development of the Site at its own cost, risk and expenses and upon completion of development thereof to grant to it a sub-lease ("Sub-Lease") of the rest and residue of all the structures constructed on the Site except CSTC’s Allocation together with basements, access passages and a lease/sub-lease of proportionate undivided share or interest in the land comprising the Site, excluding the STU’s Allocation ("Developer's Allocation") for a term of 99 years from the date of the Sub-Lease, carrying rent @ Rs. [•]/- per annum and on the other terms and conditions herein contained.
3.2 CSTC shall handover possession of the Site to the Developer within a period of 9 months from the date of the LOI.

3.3 The right, title and interest in the Site in the nature of lease, shall continue to remain with CSTC till sub-lease is entered into.

3.4 The Sub-lease shall be granted to the Developer only upon the Developer (a) completing and handing over to CSTC the CSTC’s Allocation, (b) completing construction of the remaining structures comprised in the Commercial Development Area, and (c) the Developer obtaining from the Kolkata Municipal Corporation, Occupancy Certificate in respect of the Commercial Development Area. The Sub-Lease shall be granted as per the Proforma Deed of Sub-Lease appended to the document of Request for Proposal.

3.5 The development right granted herein includes the right of the Developer to have possession of the Site for the limited purposes of developing CSTC’s Allocation and the Commercial Development Area thereat and reasonable rights of ingress and egress on the Site, subject to the terms and conditions of this Agreement, which shall include the right to demolish, reconstruct and relocate pre-existing permanent structures and buildings of CSTC, to the extent required under the building plan sanctioned by Kolkata Municipal Corporation. However, delay, if any for such demolition, reconstruction and/or relocation, shall not be considered as a ground for extension of time to perform any obligation on the part of the Selected Bidder. The Developer shall also have the right to issue letters of allotment in favour of intending unit holders after obtaining possession of the Site in terms of the RfP from CSTC.

3.6 The Developer shall have right to transfer in the form of further sub-lease and/or further sub-letting and/or otherwise deal with and dispose of in a manner not inconsistent with the terms of these presents and the said Proforma Deed of Sub-Lease appended to the document of Request for Proposal, spaces comprised in the Developer’s Allocation but
shall not have the right to hand over possession to any third party of any space in the Developer’s Allocation or put it to any use till CSTC’s Allocation is made over to CSTC.

3.7 The Developer acknowledges that this right of development of the Commercial Development Area at the Site and the right of the Developer to deal with Units constructed therein and comprising the Developer’s Allocation will not be construed as a transfer of any right, title or interest in the Site or any part thereof to the Developer.

3.8 The Selected Bidder would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/ Financial Institutions by creating charge/ mortgage in favour of such Scheduled Banks/ Financial Institutions over its right hereunder without however in any manner creating or foisting any liability on CSTC. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Development Agreement and the proposed sub-lease, CSTC would have no financial obligation towards the lending institution. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Developer to CSTC. In case of default in making due payment of the financial facilities by the Developer in terms of such Loan Agreement(s), such Scheduled Banks/ Financial Institutions shall have the right to substitute the Developer and appoint a new Developer at the place and stead of the defaulter Developer, as per the terms contained in the Substitution Agreement prepared as per the Model Substitution Agreement provided in Appendix XI of the RfP document, which is to be executed by the Developer, CSTC (as a Confirming Party), and such Scheduled Bank/ Financial Institution. The company/ LLP substituting the Developer shall be deemed to be the Developer under this Development Agreement and shall enjoy all rights and be responsible for all obligations under this Development Agreement, as if it were the Developer.

3.9 The Developer undertakes to develop and shall commence, execute and complete the design, development and construction services for the development of CSTC’s Allocation
and the Commercial Development Area in accordance with the Sanctioned Buildings Drawings and this Agreement.

3.10 Without prejudice to the generality of the foregoing, the Developer shall also be responsible on and from the Commencement Date for the following:

i) Obtain and maintain, at its costs and expense all Consents as may be required for the development of CSTC’s Allocation and the Commercial Development Area. The Developer shall obtain in CSTC’s name all such Consents as are required to be obtained in CSTC’s name, at the Developer’s cost and expense and shall do all acts, deeds and things required by and comply with all Applicable Law as may be necessary and/or required for the development of CSTC’s Allocation and the Commercial Development Area. CSTC shall sign all documents, necessary to be filed for obtaining such Consents, if required by the Developer;

ii) Install all sewerage, water, telecommunications, surface, and waste water drainage to and from the Site and shall ensure that the same connects directly with the mains;

iii) Shall take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the Site;

iv) Give all necessary or usual notices under any Applicable Laws affecting the demolition, clearance, development and construction of CSTC’s Allocation and the Commercial Development Area, give notices to all water, gas, and other statutory authorities as may be necessary in respect of development of CSTC’s Allocation and the Commercial Development Area and pay all costs, fees and outgoings incidental to or consequential on any such notice;

v) Shall remain responsible for due compliance with all Applicable Law whether local, state or central and shall also remain responsible for any deviation in
construction which may not be in accordance with the Sanctioned Building Drawings;

vi) Shall remain responsible for any accident and/or mishap taking place while undertaking the development of CSTC’s Allocation and the Commercial Development Area;

vii) Shall comply and procure compliance with all conditions attaching to the Consents and all other permissions which may be granted during the course of the development of CSTC’s Allocation and the Commercial Development Area.

viii) Shall comply and procure compliance with, all Applicable Law and any enforceable codes of practice of Kolkata Municipal Corporation and/or other authorities affecting the Site or the development of CSTC’s Allocation and the Commercial Development Area thereof;

ix) Shall incur all costs charges and expenses for the purpose of development and completion of CSTC’s Allocation and the Commercial Development Area;

x) Shall make proper provision for security of the Site during the course of development of CSTC’s Allocation and the Commercial Development Area;

xi) Shall not allow any person to encroach or permit any encroachment by any person and/or persons into or upon the Site or any part or portion thereof;

xii) Shall not expose CSTC to any liability and shall regularly and punctually make payment of the fees and/or charges of the Professional Team and Building Contractor, as may be necessary and/or required for the purpose of the development of CSTC’s Allocation and the Commercial Development Area;

xiii) Shall remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings in accordance with the Sanctioned Building Drawings, Approved Drawings and this
Agreement and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

The Developer agrees that it will not expose CSTC, its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Developer as set out in this Article which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep CSTC, its officers and directors/employees always indemnified from all the aforesaid liabilities.

3.11 All persons employed by the Developer in connection with the development shall be the Developer’s employees or independent contractors, and shall not be the employees or agents of CSTC. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, worker’s compensation benefits and fringe benefits, to which the Developer’s employees or agents may claim to be entitled. The Developer shall fully comply with all Applicable Laws and regulations having to do with worker’s compensation, hours of labor, wages, working conditions, and other employer–employee related subjects. The Developer hereby agrees to indemnify, defend and hold harmless CSTC for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys’ fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer’s policies, procedures, acts or omissions relating to employment matters.

3.12 The engagement of any third party by the Developer to assist the Developer in connection with the performance of the Developer’s duties under this Agreement shall in no way limit, or relieve the Developer of, the Developer’s obligations under this Agreement.
4.1 Draft Building Drawings

4.1.1 Within [●] days from the Commencement Date, the Developer shall at its cost, prepare and submit to CSTC, the Draft Building Drawings ("Draft Building Drawings") setting out the detailed drawings, design and all other such relevant information relating to the development of CSTC's Allocation and the Commercial Development Area.

4.1.2 The Developer shall ensure that the Draft Building Drawings is in accordance with the Technical and Material Specifications as prescribed in SCHEDULE -IV and is as per the schematic diagrams submitted along with the Technical Proposal at the time of bidding. The Developer shall not incorporate any provision in the Draft Building Drawings, which is in conflict with or different from the parameters stipulated in the SCHEDULES hereof, so far as it relates to CSTC's Allocation, without the prior written consent of CSTC.

4.1.3 CSTC shall concur with the Draft Building Drawings furnished by the Developer, within [●] days from the date of receipt of the same. In the alternative, CSTC may at its own place and stead, engage a body of experts comprised either from representatives of reputed educational institutions like Indian Institute of Technology, Kharagpur, Jadavpur University, Bengal Engineering and Science University, etc. and/or members comprising of the Technical Proposal Evaluation Committee for concurring to/ approving the Draft Building Drawings furnished by the Developer. In the event, CSTC or the body of experts engaged by CSTC has any objection to the Draft Building Drawings or any part thereof, it shall promptly and without any undue delay notify the Developer of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Developer shall within 15 (fifteen) days of such intimation, provide necessary clarification to and/or submit revised plan, as the case may be, after incorporating the
changes, modifications or corrections suggested by CSTC or the body of experts engaged by CSTC. The finally approved drawings shall be the final drawings on the basis of which application for sanction shall be made ("Approved Drawings"). Any further changes to the Approved Drawings shall be carried out in the manner and process prescribed in this Article 4.1.3.

4.1.4 Any component or provision in the Approved Drawings shall not be deemed to be valid for the purpose of this Agreement if the same is not concurred with by CSTC or the body of experts engaged by CSTC.

4.1.5 Articles 4.1.1 to 4.1.4 above shall not preclude the Developer to suggest any improvement or upgrade on the schematic diagrams at the time of submission of the Draft Building Drawings. However, CSTC or the body of experts engaged by CSTC in such a case, shall allow the Developer to make such modifications in the Draft Building Plans, only if they are of the opinion that such modifications will amount to an improvement or upgrade and allowing such modifications will be in the interest of CSTC.

4.2 Sanctioned Building Drawings

4.2.1 Within [•] days from the date of concurrence and/or deemed concurrence of CSTC or the body of experts engaged by CSTC, as applicable, with the Approved Drawings, the Developer shall at its cost, prepare and submit for sanction of the appropriate authorities, the Building Drawings setting out inter alia the drawings containing plans, elevations, sections and details which Building Drawings shall be on the basis of the Approved Drawings and not in deviation therefrom.

4.2.2 A set of the Building Drawings shall be made over to CSTC for its records.

4.2.3 The Developer shall be entitled to sign the Approved Drawings in the name of CSTC on the basis of a Power of Attorney to be granted by CSTC to the Developer as per form enclosed with the RfP Document simultaneously with execution of this Agreement.
4.2.4 In the event of any amendment in the Building Drawings, the procedure as mentioned above shall apply *mutatis mutandis* therein.

**ARTICLE - V**

**PROJECT MONITORING**

5.1 Project Monitoring

5.1.1 CSTC shall be entitled to monitor the development of CSTC’s Allocation and the Commercial Development Area at the execution phases to determine whether CSTC’s Allocation and the Commercial Development Area is being implemented in accordance with the provisions of this Agreement, the Project Implementation Schedule and Good Industry Practice. CSTC shall be at liberty to engage an external Project Management Consultant for day to day monitoring of the Project, at their own cost.

5.2 Reporting and Inspection

5.2.1 The Developer shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder.

(a) Period Reports

The Developer shall keep CSTC adequately informed as to the level of development of CSTC’s Allocation and the Commercial Development Area and for this purpose the Developer shall furnish to CSTC reports setting forth in reasonable detail the progress achieved in the execution development of CSTC’s Allocation and the Commercial Development Area. These reports should be submitted within the 10th day of each calendar month, starting from the Commencement Date. These reports shall contain the summary of progress of
development of the CSTC's Allocation and the Commercial Development Area and indicate the actual and scheduled completion of the CSTC’s Allocation and the Commercial Development Area indicating the actual completion of CSTC's Allocation and the Commercial Development Area beyond the scheduled completion shall not in any way signify CSTC's consent to delays or extension of time for completion.

(b) **Other Project Information**

The Developer will provide any and all information to CSTC promptly after becoming aware of any actual, pending or threatened material litigation, arbitration, claim or labour dispute relating to the CSTC's Allocation and the Commercial Development Area.

(c) **Inspection**

CSTC shall at all reasonable times have access to the Site to inspect and examine the works, materials, equipment and workmanship for compliance thereof with the provisions of this Agreement, including the Good Industry Practice and to check the progress of the works etc. and the Developer shall provide necessary cooperation and assistance to them in this behalf.

Provided that any failure on the part of CSTC to inspect or after inspection to point out deficiencies in any work, material, equipment and workmanship shall not, in relation to such work etc. (i) amount to any consent or approval of CSTC nor shall the same be deemed to be a waiver of any of the rights of CSTC under this Agreement; and (ii) release or discharge the Developer from its obligations or liabilities under this Agreement in respect of such work, etc.

**ARTICLE - VI**
DEVELOPER’S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 The Developer represents, warrants to and covenants with CSTC:

(i) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the CSTC’s Allocation and the Commercial Development Area in a manner that is expected of a developer of repute undertaking such like projects.

(ii) That it shall ensure that it completes the development of the CSTC’s Allocation and the Commercial Development Area as per the sanction plans, Project Implementation Schedule and other parameters in this regard and in compliance with all Applicable Law.

(iii) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other first class residential and commercial developers in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations.

(iv) That it has adequate funds to undertake and complete the development of the CSTC’s Allocation and the Commercial Development Area as per the terms of this Agreement.

(v) That it has and shall continue to comply with terms and conditions of all the Consents and all other licenses, permits, approvals obtained by CSTC in its name for the development of the CSTC’s Allocation and the Commercial Development Area.
(vi) The Developer represents and covenants that it shall keep CSTC indemnified at all times in respect to any third party claim raised due to the default of the Professional Team, Building Contractor and all other persons employed and/or engaged by the Developer in relation to the development of the CSTC's Allocation and the Commercial Development Area.

(vii) That it shall comply with all of the terms and conditions of the document of Request for Proposal.

(viii) That the Developer, any independent contractor engaged by the Developer and all its employees shall not do any act(s) which shall damage the reputation of CSTC in any manner whatsoever.

(ix) That the Developer will not use or in any way associate the name of CSTC with any work or work product of the Developer or any of its employee in any oral or written communication with a third party, without the prior written consent of CSTC.

(x) That the Developer shall make timely payments of all taxes, cess, duties, levies and charges and all applicable statutory dues as per Applicable Law payable by the Developer and/or CSTC for the development of the CSTC's Allocation and the Commercial Development Area as per the terms and conditions of this Agreement.

(xi) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.

(xii) That this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable against it in accordance with the terms hereof.
(xiii) That there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

(xiv) That the representations and warranties given by the Developer under this Agreement are true and valid and it has an obligation to disclose to CSTC as and when any of its representations and warranties ceases to be true and valid.

(xv) That the Developer shall reimburse to CSTC all charges and expenses paid by CSTC, if any, on behalf of the Developer.

**ARTICLE - VII**

**PROFESSIONAL TEAM AND BUILDING CONTRACTOR**

The Developer shall:

7.1 Ensure that the Professional Team or any Building Contractor appointed for undertaking any work for the development of the CSTC's Allocation and the Commercial Development Area or part thereof shall, apart from using best practices and highest quality of services, comply with the following:

7.1.1 **Materials, Labourers and Employees**

i. Provide all the materials in sufficient quantities and of best quality, consistent with the specifications for the execution and completion of the works.

ii. The labourers and employees engaged in the construction/completion or in any other aspect of the works will at all times be the employees and/or labourers and/or persons engaged or appointed by the Developer or the Professional Team or the Building Contractor, and CSTC shall not under any circumstances
whatsoever, be responsible for their actions and such employees and/or labourers shall not be considered to be the employees of CSTC under any circumstances whatsoever.

iii. In respect of all labour employed either directly or through sub-contractors shall comply with or cause to be complied with all provisions of Applicable Law for the labour as may be enacted or any modification thereof or any other law relating thereto and rules made thereunder from time to time, including but not limited to provident fund laws, minimum wages laws and contract labour regulations.

iv. All such contractors, employees, labourers and other personnel who may be employed and/or engaged for undertaking the development of CSTC's Allocation and the Commercial Development Area shall always remain as the employees / workmen / agents / contractors / labourers and personnel of the Developer and the Developer alone shall be responsible for due compliance of all statutory rules and regulations including payment of all wages and/or emoluments and in no event CSTC shall be liable and/or responsible to any governmental authority or any other person whatsoever for such employees / workmen / agents / contractors / labourers and personnel and in any event the Developer has agreed to keep CSTC, its Directors and officers saved harmless and fully indemnified from and against all actions, losses, damages, costs charges, claims actions, suits and proceedings incurred by CSTC related to or in connection with the engagement of any of these employees / workmen / agents / contractors / labourers and personnel by the Developer / Building Contractor or any subcontractor engaged by the Developer or Building Contractor.
i. Comply with all the Consents and all other licenses, permits, approvals and certificates necessary and complete the works in compliance with all the Applicable Laws, rules and regulations.

7.1.3 Supervision of the Works

i. Employ competent manager who shall be in attendance at the Site during the development of CSTC’s Allocation and the Commercial Development Area and performance of the works and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, and labourers.

ii. Supplement its staff with whatever additional supervisory personnel are required to assure that the development of CSTC’s Allocation and the Commercial Development Area and works shall be finished by the Completion Date as stated in this Agreement.

7.1.4 Protection of Works and Materials

i. Maintain adequate protection for the works from damage and shall protect and take all reasonable precautions to protect CSTC, the Site, any third party from injury or loss during the course of the works.

ii. Provide and maintain a watertight storage space, secure from theft, for storage of all the materials required for the execution of the works.

7.1.5 Dismissal of Building Contractor, Labourers and Employees

i. Immediately remove and replace from the works any of its Building Contractor, labourers and employees who may be unsuitable or incompetent or who maybe guilty of misconduct.

7.1.6 Insurance in respect of damage to persons and property
i. Obtain and maintain adequate insurance policies in respect to the materials, labourers and employees in relation to the works and to keep CSTC indemnified in respect of all claims raised by any person in respect to the insurance policies.

7.1.7 **Independent Contractor**

i. In the performance of its services hereunder and the various works to be carried out for development of CSTC’s Allocation and the Commercial Development Area in terms of this Agreement, the Developer, the Professional Team or the Building Contractor shall not be nor shall the Developer and/or such Professional Team and/or the Building Contractor be deemed to be or represent in any manner whatsoever to be an employee or agent or a person engaged by CSTC.

7.2 The Developer shall take all necessary actions to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any subcontracts or agreements which the Developer and the appointment of the members of the Professional Team and the Developer itself shall diligently observe and perform its obligation under the same.

7.3 Notwithstanding the appointment of any Building Contractor and/or the Professional Team, the Developer shall take full responsibility for the development of CSTC's Allocation and the Commercial Development Area, for the care of any construction, project materials, construction equipment, temporary works, materials, things whatsoever related to the development and for any and all action of the Building Contractor and Professional Team. The Developer hereby agrees that it shall continue to remain fully liable and responsible to CSTC for all acts, omissions, negligence (willful or otherwise) of all third parties whether engaged or employed by it for the purposes of the development of CSTC's Allocation and the Commercial Development Area including but not limited to Building Contractor and Professional Team.
7.4 The Developer shall remain responsible for overseeing and coordinating completion during the Defects Liability Period.

**ARTICLE - VIII**

**INSURANCE**

8.1 **Insurance**

8.1.1 **Insurance Requirement**

The Developer shall, at its cost and expense, during construction period purchase and maintain insurances for CSTC's Allocation and the Commercial Development Area, as are prudent in terms of good industry practice, including but not limited to the following:

(a) builders all risk insurance;

(b) loss, damage or destruction of the development facilities and services, at replacement value;

(c) comprehensive third party liability insurance including injury or death to personnel of CSTC and others who may enter the Site;

(d) workmen's compensation insurance;

(e) storage cum erection insurance;

(f) any other insurance that may be necessary to protect the Developer, its employees and its assets (against loss, damage or destruction at replacement value) including all force majeure events that are insurable and not otherwise covered in items (a) to (e).

8.1.2 **Evidence of Insurance Cover**

The Developer shall, from time to time, provide to CSTC, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Developer in accordance with this Agreement.
8.1.3 Validity of the Insurance Cover
The Developer shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to CSTC. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days’ clear notice of cancellation is provided to CSTC in writing. If at any time the Developer fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, CSTC, may at its option, purchase and maintain such insurance and all sums incurred by CSTC, therefore, shall be reimbursed by the Developer forthwith on demand, failure of which shall amount to event of default on the part of the Developer.

**ARTICLE - IX**

**CONSTRUCTION & COMPLETION**

9.1 The constructions to be done by the Developer shall be wholly in accordance with the RfP and fit for the purposes for which they are intended, as defined in the RfP. The construction of CSTC’s Allocation shall include any work which is necessary to satisfy CSTC’s requirements which may have been communicated to the Developer prior to sanction of building drawings or is implied by the terms of the RfP or this Agreement, or arises from any obligation of the Developer, and all works not mentioned in the RfP or this Agreement but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of CSTC’s Allocation.

9.2 The Developer shall design, execute and complete the development at its own cost, within the time for completion, and shall remedy any defects within the defects liability period. The Developer shall provide all superintendence, labour, plant, materials, equipment, temporary works and all other things, whether of a temporary or permanent
nature, required in and for such design, execution, completion and remedying of defects. The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works.

9.3 It is unconditionally agreed by the Parties that time is of the essence of the contract and shall be strictly adhered to by the Developer.

9.4 The Developer undertakes and agrees to complete construction of CSTC’s Allocation as per CSTC’s specifications and made over the same to CSTC to enable CSTC to carry out other constructional activities therein according to CSTC’s requirements within 24 months from date of handing over possession of the Site.

9.5 The Developer also undertakes and agrees to complete the development of the Commercial Development Area and obtain notice of completion in respect thereof within a period of 60 months from the date of handing over possession of the Site.

9.6 It is clarified for the purpose of this Article that CSTC’s Allocation and the Commercial Development Area shall be deemed to be complete on the occurrence of all the following events:

(a) CSTC's Allocation is constructed in accordance with the Building Drawings and Sanctioned Building Drawings and as per SCHEDULE – III hereof;

(b) the Commercial Development Area is constructed and completed in all respects in accordance with the Building Drawings, Sanctioned Building Drawings;

(c) all utilities such as water and sanitation are operational in all respect;

(d) The façade and the exterior of the Commercial Development Area are completed in all respect in accordance with the Building Drawings.

9.7 On receiving copy of full Completion Certificate and Occupancy Certificate, the parties shall proceed for execution and registration of Deed of Sub-Lease. The date of the
Occupancy Certificate shall be the date of completion of the development and commencement of the Defects Liability Period.

ARTICLE - X

SUB-LEASE AND TRANSFERS IN THE NATURE OF FURTHER SUB-LEASE

10.1 Upon completion of the development of the Commercial Development Area and upon fulfillment by the Developer of all its obligations contained herein in respect of the said CSTC’s Allocation and the Commercial Development Area, CSTC shall at the cost of the Developer, execute and register in its favour the sub-lease in accordance with the proforma Deed of Sub-Lease appended to the Request for Proposal document for a term of 99 years commencing from the date of occupancy certificate in respect of the building at a sub-lease rent of Rs. [●] per annum.

10.2 Further Sub-Lease

10.2.1 The Developer may enter into Agreements with End Users for transfers in the form of further sub-lease, as the case may be, of the Units comprised in the Developer's Allocation in the Commercial Development Area and realise monies from End Users in connection with such transfers in the form of further sub-lease of the Units Provided However that the End Users be made aware of and the following clauses be made an express part of such Agreements /Transfer in the form of Further Sub-Lease with the End Users –

a) All amounts payable by an End User are meant for the Developer alone and CSTC takes no responsibility in that regard.

b) CSTC shall not be liable to in any way to the End User for entering into such Agreement, for payment of money to the Developer or on any other head or account whatsoever.
c) CSTC expressly disclaims all responsibility towards such End User and/or the Units in respect of which such Agreement is made with the End User and the End User releases CSTC from all liability in this connection whatsoever.

d) The Developer shall not be entitled to create possessory right or give possession of Units comprised in the Developer’s Allocation in the Commercial Development Area or any part thereof to End Users, till such time CSTC’s Allocation is handed over to CSTC in terms of this Agreement.

e) Only after the Sub-Lease is entered into by CSTC in favour of the Developer in respect of the Developer’s Allocation in the Commercial Development Area, the Developer may grant transfers in the form of further sub-lease with the End Users in respect of the Units on such terms and conditions not inconsistent with the terms of this Agreement and the Sub-Lease.

f) The Developer is a sub-lessee only in respect of the structures comprising the Developer’s Allocation in the Commercial Development Area and has no freehold or leasehold right and interest in the land comprised in the Site or part thereof, except for proportionate share or interest in land underneath the structures. Likewise, no freehold or leasehold right and interest in the land of the Site can be transferred by the Developer to the End Users except as stated above.

10.2.2 The terms and conditions of the transfers in the form of further Sub-Lease shall include the following:

a) The transfer in the form of further Sub-Lease shall be subject to the terms and conditions stipulated herein as well as in the Sub-Lease. The Sub-Lease shall accordingly mutatis mutandis apply to such transfers in the nature of further Sub-Lease. The transfers in the nature of further Sub-Lease shall specifically stipulate that all right title and interest over the Site and the Commercial Development Area after expiry or sooner determination of Sub-Lease shall vest in CSTC
without any claim or demand for compensation or otherwise by the Developer or the End Users.

b) Any violation of the terms and conditions of the Sub-Lease by the End Users or the Developer will result in automatic termination of the transfer in the nature of further Sub-Lease.

c) The End User agrees and undertakes that the transfer in the form of further Sub-Lease shall be co-terminus with the Sub-Lease.

d) The End User and Developer shall indemnify CSTC in respect of any claim made against CSTC by any statutory / other authority or any other party with regard to violation of the Sub-Lease.

10.3 **Use of Property**

10.3.1 The Sub-Lease shall be granted by CSTC in respect of the Developer’s Allocation in the Commercial Development Area to the Developer who shall be entitled in accordance with the terms and conditions of this Agreement to grant transfers in the form of further sub-lease thereof to the End Users for any purpose not contrary to law for the time being in force.

10.3.2 The End User shall not carry on or be permit to be carried on in the Commercial Development Area or any part thereof any offensive noisy or dangerous trade business manufacture or occupation nor use the same or allow the same to be used for any illegal or immoral purpose nor do anything whereby any disturbance or annoyance may be caused but will use the same only for the purpose mentioned above and comply with all Applicable Laws in this regard.

10.3.3 The Developer and the End Users will not do or allow to be done in or about the Commercial Development Area anything which will be detrimental to the value of the CSTC’s Allocation or damage the same in any way.
10.3.4 The End Users may assign or further sub-lease or deal with or dispose of the area comprised in their occupation on the terms and conditions not inconsistent with the terms of the Sub-Lease or such Deed of transfer in the form of further sub-lease and subject to indemnifying CSTC against all losses costs claims demands and damages which CSTC may suffer or be put to in respect of or arising out of such further transfer.

10.4 **Rent and Other Expenses**

10.4.1 In addition to the sub-lease rental, the End User shall bear pay to the operation and maintenance agency of the Commercial Development Area all costs including proportionate rent of the Sub-Lease, the operation and maintenance expenses, water consumption, etc. as may be stipulated by the operations and maintenance agreement.

10.4.2 The End User shall pay and discharge proportionately all present and future taxes, duties and levies including but not limited to municipal tax and any such other tax leviable by any government or semi-government, regulatory or local municipal authority as per the Applicable Law.

10.5 **Miscellaneous**

10.5.1 The End User shall at all times during subsistence of the further Sub-Lease upon receipt of 24 hours previous notice in writing allow CSTC, its men agents and servants to enter into the further sub-leased / sub-let area and view the condition thereof and give or leave notice of any defect in such condition and when such defect has been caused by any act or default on the part of the End User, its servants or agents or when the End User is otherwise liable to make good the same the End User shall make good such defect within 15 days after such notice has been given or left.

**ARTICLE - XI**

**OPERATION AND MAINTENANCE OF THE COMMERCIAL DEVELOPMENT AREA**
11.1 The Developer shall be responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

11.2 The Developer may nominate any of its Affiliate or group companies for carrying out operation and maintenance activities for the Commercial Development Area.

11.3 Upon formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area, the Developer may nominate such association / society / company for carrying out operation and maintenance activities for the Commercial Development Area.

**ARTICLE - XII**

**LIQUIDATED DAMAGES**

12.1 Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Developer under this Agreement, the Developer shall pay to CSTC, liquidated damages at the rate of 1% of the total cost for the development of CSTC’s Allocation (“Project Cost”) per week for not meeting the Project Implementation Schedule. Provided such liquidated damages shall not in aggregate exceed 10% of the Project Cost (“Liquidated Damages For Delay”). In case delay exceeds 70 (seventy) days, CSTC, shall be entitled to terminate this Agreement. The Project Cost will be calculated as the product of Total Area of CSTC’s Allocation (as specified in SCHEDULE – III hereof) in sq. ft. and the construction cost @ Rs. 2,000/- (Rupees Two thousand only) per sq. ft.

12.2 The payment of Liquidated Damages for Delay does not in any way relieve the Developer from any of its obligations and liabilities under this Agreement.
12.3 The sums for liquidated damages as set out in this Article represent a genuine pre-estimate of the damages likely to be suffered by CSTC if such delay occurs. The parties agree that the losses that will actually be sustained by CSTC are uncertain and impossible to determine with precision and the sums set out in this Article seek to limit the potential liability of the Developer and constitute liquidated damages and not a penalty.

12.4 If this Article (or any part hereof) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle CSTC from claiming liquidated damages, CSTC is entitled to claim against the Developer damages at law for the Developer’s delay.

ARTICLE - XIII

DEFAULT

13.1 In addition to any other event of default appearing in any other provisions of this Agreement, the following events shall be construed as events of default on the part of the Developer ("Developer Event of Default"): 

i) If the Developer fails to pay within the stipulated time period, to CSTC or any Person nominated by CSTC any amounts due and payable under this Agreement;

ii) If the Developer shall wholly or partially suspend the development of CSTC’s Allocation and the Commercial Development Area;

iii) If the Developer does not meet milestones for completion of CSTC’s Allocation and the Commercial Development Area as per the Project Implementation Schedule;

iv) If there shall be any Material Breach of any of the obligations on the part of the Developer contained in this Agreement.

vii) If the Developer shall have a receiver administrator or administrative receiver appointed in respect of the whole or a substantial part of its assets;
viii) If the Developer is declared insolvent.

13.2 Upon the occurrence of Developer Event of Default, the following procedure shall apply:

(a) CSTC may give a default notice to the Developer, specifying in reasonable detail the Developer Event of Default, giving rise to such default notice and demanding remedy thereof within a period of 15 days ("Cure Period"); and

(b) During the Cure Period, the Parties shall consult as to what steps shall be taken with a view to:
   i. mitigating the consequences of; and
   ii. curing such Developer Event of Default.

(c) At the expiry of the Cure Period, if the applicable Developer Event of Default has not been cured and the Parties have not agreed to extend the Cure Period, CSTC may terminate this Agreement by giving a termination notice to the Developer, whereupon this Agreement shall terminate on the date specified for termination in the termination notice or such later date as the Parties shall have agreed ("Termination Date").

13.3 In addition to any other remedies available to CSTC under this Agreement, in law or in equity, on the Termination Date:

13.3.1 The development right of the Developer shall stand terminated.

13.3.2 The Developer shall transfer, assign and deliver to CSTC free and clear of any encumbrances, vacant and peaceful possession of the Site along with the buildings, facilities and structures constructed on, over, at or under it and its right, title and interest in and to the Developer’s Allocation.

13.3.3 CSTC shall have the right to appoint a new contractor or developer for development of CSTC’s Allocation and the Commercial Development Area.
13.3.4 The Developer shall hand over to CSTC all documents including project drawings, manuals, designs, documents, information and records relating to the development of CSTC's Allocation and the Commercial Development Area without any claim for compensation and CSTC shall be at liberty to use such project drawings, manuals, designs, documents, information and records relating to the development of CSTC's Allocation and the Commercial Development Area for furtherance of the project through a new contractor or developer or by itself and such use shall also not be construed as any infringement of the intellectual property rights of the Developer.

13.3.5 The Developer shall at its cost remove from the Site all such moveable assets which are not taken over by CSTC. In the event the Developer fails to remove such objects within the stipulated time, CSTC may remove and transport or cause removal and transportation of such objects, after giving the Developer notice of its intention to do so. The Developer shall be liable to bear the cost and the risk of such removal, transportation and storage.

13.3.6 The Developer shall also furnish all such information, take all such other action and shall cooperate with CSTC as CSTC shall reasonably require in order to effectuate an orderly and systematic termination of Developer's duties and activities hereunder and an orderly and systematic transfer of duties to the Developer's successor. Article 13.3.6 of this Agreement shall survive any termination of this Agreement.

13.3.7 All proceeds of insurance claims shall be handed over to CSTC and the Developer or Persons claiming through or under it shall have no claim thereon or rights thereto.

13.3.8 All moneys paid by the Developer to CSTC as premium shall stand forfeited to CSTC being a genuine pre-estimate of damages.
ARTICLE - XIV

DEFECTS LIABILITY

14.1 The Developer hereby undertakes to keep CSTC indemnified against all third party claims and actions arising out of any defects relating to the development of CSTC’s Allocation and the Commercial Development Area.

14.2 The Developer shall guarantee against any defect in construction of CSTC’s Allocation and such other defects which can affect CSTC’s Allocation for a period of 2 (two) years from the Completion Date (“Defects Liability Period”). Within such period, the Developer will remedy all such defects at its cost.

ARTICLE - XV

CSTC’S OBLIGATIONS

15.1 CSTC has agreed:

i) To grant possession of the Site to the Developer within the agreed time;

i) As may be reasonably practicable, to co-operate with the Developer in all respect for the development of CSTC’s Allocation and the Commercial Development Area in terms of this Agreement;

ii) To execute all legal and regulatory deeds, documents and instruments as may be necessary and/or required from time to time;

iii) For the purpose of obtaining all Consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of CSTC’s Allocation and the Commercial Development Area in accordance with the Sanctioned Building Drawings;
v) To assist and co-operate with the Developer in obtaining all Consents including Sanctioned Building Drawings with the intent and object that the Developer shall be entitled to maximize the FAR applicable to the Site.

vi) To assist and co-operate with the Developer in shifting of utilities like electricity, water connection, drains and sewers etc. Such shifting of utilities would have to done through the relevant authorities/ bodies and at the cost of the Developer.

**ARTICLE - XVI**

**INDEMNITY**

16.1 The Developer hereby undertakes to keep CSTC indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of CSTC’s Allocation and the Commercial Development Area.

16.2 The Developer hereby undertakes to keep CSTC indemnified and indemnifies CSTC against all actions suits costs proceedings and claims that may arise out of the Developer’s action with regard to the development of CSTC’s Allocation and the Commercial Development Area and/or in the matter of construction of CSTC’s Allocation and the Commercial Development Area and/or for any defect therein.

16.3 If any accident or mishap takes place during construction until completion of CSTC’s Allocation and the Commercial Development Area whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors of the Professional Team and Building Contractor, the same shall be on account of the Developer and CSTC shall be fully absolved of any liability or claim thereof or therefrom.

**ARTICLE - XVII**

**FORCE MAJEURE**
17.1 **Force Majeure Event**

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Development Agreement, but only if and to the extent that such events and circumstances pertains to the Project or has a direct effect on the operations of the Site, which are not within the affected Party's reasonable control and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money:

(a) earthquake, flood, inundation and landslide

(b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances

(c) fire caused by reasons not attributable to the Developer or any of the employees, contractors or agents appointed by the Developer for purposes of construction of the Commercial Development Area and CSTC's Allocation

(d) acts of terrorism

(e) a change in law, resulting in material adverse effects

(f) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Developer or its contractors, war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions
(g) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Developer in any proceedings which is non-collusive and duly prosecuted by the Developer, and

(h) early determination of this Agreement by CSTC for reasons of national emergency or national security.

17.2 **Exclusions from Force Majeure Event**

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

(a) Unavailability, late delivery or changes in cost of plant, machinery, equipments, materials, spare parts or consumables for construction of the Commercial Development Area and CSTC's Allocation;

(b) A delay in the performance of any contractor or supplier

(c) An indirect effect on the operations

(d) Non-performance resulting from normal wear and tear and non-performance caused by, or connected with, the non-conforming party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the laws of India, or (c) breach of, or default under this Agreement.

17.3 **Notice of Force Majeure Event**

(a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:
i) the nature and extent of the Force Majeure Event

ii) the estimated Force Majeure Period

iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event

iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

v) any other relevant information concerning the force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.

(b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Site in order to:

i. assess the impact of the underlying Force Majeure Event,

ii. to determine the likely duration of Force Majeure Period and

iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the Force Majeure Period provided to the other Party regularly (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other party may also reasonably require.
17.4 **Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

(a) due notice of the Force Majeure Event has been given as required by Article 17.3 above;

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Site and the plants, machineries and equipments situated thereat as a result of the Force Majeure Event and to restore such facilities and the Site, in accordance with the Good Industry Practice and its relative obligations under the Agreement;

(d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;

(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which capable of being performed in accordance with this Agreement; and

(f) any insurance proceeds received shall be, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, as much as permissible, or in accordance with Good Industry Practice.
17.5 **Liability for other losses, damages, etc.**

Save and except as expressly provided in this clause, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relaying to or arising out of occurrence or existence of any Force Majeure Event.

**ARTICLE – XVIII**

**SECURITY INTEREST**

18.1 For the purpose of undertaking development of CSTC’s Allocation and the Commercial Development Area:

a) The Developer shall be entitled to create security interest over its own assets in the Commercial Development Area not including CSTC’s Allocation.

b) The Developer shall have the right to assign this Agreement for the purpose of financing of the development of the Commercial Development Area to scheduled commercial banks and financial institutions.

**ARTICLE - XIX**

**MISCELLANEOUS**

19.1 **Relationship of the Parties**

This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.

19.2 **Entire Agreement**
This Agreement together with the document of Request for Proposal constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersedes all previous agreements or arrangements between the Parties.

19.3 Costs

Each Party shall pay and bear its own cost in respect of their respective advocates and/or solicitor’s fees. Stamp duty and the registration charges in respect of this Agreement shall be paid borne by the Developer.

19.4 Notices

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by speed post) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

CSTC Address:

Developer Address:
19.5 Waiver

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

19.6 Time is of the essence

Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

19.7 Severability

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.8 Continued Liability

Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

19.9 Modification
The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

19.10 Binding Effect

This Agreement shall be binding on the parties hereto and their respective successors and assigns.

19.11 Mutual Co-operation

Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

19.12 Assignment

This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of CSTC, in writing prior had and obtained.

19.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19.14 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.
19.15 Survival

The provisions of Article 6 (Developer’s Representations, Warranties and Covenants); Article 13 (Default); Article 20.2 (Arbitration); Article 19.4 (Notices); Article 19.16 (Confidentiality) shall survive the expiry or prior termination of this Agreement.

19.16 Confidentiality

(a) No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with CSTC’s Allocation and the Commercial Development Area any information which is by its nature or is marked as proprietary material or “confidential”, concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the development of CSTC’s Allocation and the Commercial Development Area. This provision shall not apply to information:

(i) already in the public domain, otherwise than by breach of this Agreement;

(ii) already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality;

(iii) obtained from a third party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
(iv) which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any government authority.

19.17 Jurisdiction

Courts at Kolkata shall have exclusive jurisdiction in respect of all interim applications and other proceedings arising out of this Agreement.

ARTICLE - XX

ARBITRATION

20.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

20.2 Arbitration

20.2.1 Arbitrators

In the event the dispute or difference or claim, as the case may be, is not resolved within sixty (60) days of reference for amicable settlement, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The substantive law for the arbitration shall be Indian law. The sole Arbitrator shall be appointed by the Principal Secretary of the Transport Department of the Government within a period of 30 days of a request to him in writing by the party invoking arbitration.
20.2.2 **Place of Arbitration**

The place of arbitration shall be Kolkata, the arbitration hearings, if required, can be held elsewhere from time to time by mutual agreement of the parties.

20.2.3 **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

20.2.4 **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party.

20.2.5 **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**SCHEDULE – I ABOVE REFERRED TO:**

*(Description of said premises)*

*[Set Out]*
**SCHEDULE – II ABOVE REFERRED TO:**

(Description of Site)

[Set Out]

**SCHEDULE – III ABOVE REFERRED TO:**

(Description of CSTC’s Allocation)

[Set Out]

**SCHEDULE – IV ABOVE REFERRED TO:**

(Specifications)

(Material and Technical Specifications)

[Set Out]
**Schedule – V Above Referred To:**

*(Project Implementation Schedule)*

*(Milestones)*

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IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED on behalf of CSTC

by its Managing Director, Mr. [•] at Kolkata

pursuant to authorization granted to him by

the Board of CSTC at its meeting held on [•]

in the presence of:

SIGNED AND DELIVERED on behalf of the
Developer [●] by its [●], Mr. [●] at Kolkata in the presence of:

DATED THIS ...... DAY OF ................., 2016

BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION ... [●]

AND

[●]

... DEVELOPER
DEVELOPMENT AGREEMENT
APPENDIX X: TECHNICAL PROPOSAL LETTER
(On the letterhead of the bidder/lead member of the consortium)

Dated: [●]

To
Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia-5 Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001.

Sub: Technical Proposal for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia-5 Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 13 dated 18th July 2016, we, having examined the RfP Document and understood their contents, hereby submit our Technical Proposal for the aforesaid Project.

2. We acknowledge that the Department/Technical Proposal Committee will be relying on the information provided in the Technical Proposal and the documents accompanying the bid for selection of the contractor/lessee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.

3. This statement is made for the express purpose for our selection as Sub-Lessee for the above mentioned project.

4. We shall make available to the Department/Technical Proposal Committee any additional information it may find necessary or require to supplement or evaluate our Technical Proposal.

5. We acknowledge the right of the Department/Technical Proposal Committee to reject our Technical Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law our right to challenge the same on any
account whatsoever.

6. We undertake that if the Project is awarded to us, we will meet the Construction Requirements and other specifications as such other rules and regulations as has been stipulated in the RfP as may be applicable from time to time.

7. We also undertake to meet the extant laws, rules and regulations of the Government of India, the Government of West Bengal, local, municipal, planning & development authorities and other competent authorities of the concerned jurisdiction area, the environmental norms of both the Government of West Bengal and the Government of India and all other rules and regulations as may be applicable.

8. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Technical Proposal that you may receive nor to invite the bidders to submit their Technical Proposals for the Project, without incurring any liability to the bidders, in accordance with clause 1.16 of the RfP document.

9. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department/Technical Proposal Committee in connection with the evaluation of the Technical Proposals, or in connection with the evaluation process itself, in respect of the above mentioned Project and the terms and implementation thereof.

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)

Place: (Name and seal of the bidder/ lead member)
APPENDIX XI: MODEL SUBSTITUTION AGREEMENT

THIS AGREEMENT made this [●] day of [●], [●]

BETWEEN

[●], a company incorporated under the Companies Act, 1956, / limited liability partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ office at [●], hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or permitted assigns) of the FIRST PART

AND

(where the Developer is a consortium)

{............... , a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at .........../ residing at ......................... (hereinafter referred to as the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{............... , a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at .........../ residing at ......................... (hereinafter referred to as the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND
........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at ........../ residing at ..................... (hereinafter referred to as the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The Lead Member, 1st Consortium Member and the 2nd Consortium Member hereinafter collectively referred to as the “CONFIRMING PARTIES OF THE DEVELOPER” of the FIRST PART.

AND

.................................. (Financial Institution/ Bank) having its Registered Office/ Office at ———— ———— ———— ———— hereinafter referred to as "the LENDER" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes of the SECOND PART.

AND

CALCUTTA STATE TRANSPORT CORPORATION, a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [•], hereinafter referred to as “CSTC” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or and assigns) of the THIRD PART.

WHEREAS:

A. CSTC has entered into a Development Agreement dated .....................with the Developer (the “Development Agreement”) for construction of the CSTC’s Allocation and the Developer’s Allocation in accordance with construction specifications (the “Project”) as specified in the RfP Document issued by the Transport Department for Development and Lease of Certain Structures together with proportionate share or interest in an
identified land parcel within the Garia - 5 Depot of Calcutta State Transport Corporation vide RfP No. 13 dated 18th July 2016, and a copy of which is annexed hereto and marked as Annexure-A to form part of this Agreement.

B. The Lender has agreed to finance the Project in accordance with the terms and conditions set forth in the Loan Agreement, entered into with the Developer.

C. The Lender has requested CSTC to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Developer to a nominated company/LLP in accordance with the provisions of this Agreement and the Development Agreement, in the event of future failures on the part of the Developer to pay the Debt Dues arising out of the Loan Agreement(s) with the Lender.

D. With a view to facilitate financing of the Project, CSTC and the Developer have agreed to enter into Substitution Agreement being these presents with the Lender.

NOW, THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

"Agreement" means this agreement and includes any amendment or modification made to this agreement in accordance with the provisions hereof.
"Development Agreement" means the Development Agreement referred to in Recital (A) above and annexed hereto as Annexure -A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Loan Agreement(s) or a continuous default in servicing debt thereunder by the Developer for a minimum period of 3 (three) months.

"Notice of Financial Default" shall have the meaning ascribed to in Article 3.2.1.

"Residual Development Period" means the period which shall be the remainder of the Development Period computed from the date of issuance of Notice of Financial Default by the Lender.

"Parties" means the parties to this Agreement collectively and 'Party' shall mean any of the Parties to this Agreement individually;

"Selectee" means a company/ limited liability partnership proposed by the Lender pursuant to this Agreement and approved by CSTC for substituting the Developer for the Residual Development Period, in accordance with the provisions of this Agreement.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Agreement and not defined herein but defined in the Development Agreement and/or the RFP shall, unless repugnant to the context, have the meaning ascribed thereto in the Development Agreement and/or the RFP.
1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Article-I of the Development Agreement shall apply, mutatis mutandis, to this Agreement.

**ARTICLE 2- ASSIGNMENT**

2.1 Assignment of rights and title

The Developer hereby agrees to assign its rights, title and interest in the Development Agreement to, and in favour of the Lender pursuant to and in accordance with the provisions of this Agreement and the Development Agreement by way of security in respect of financing by the Lender under the Loan Agreement(s).

**ARTICLE 3- SUBSTITUTION OF THE DEVELOPER**

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Article 2.1, the Lender shall be entitled to substitute the Developer by a Selectee under and in accordance with the provisions of this Agreement and the Development Agreement.

3.1.2 CSTC hereby agrees to substitute the Developer by endorsement on the Development Agreement in favour of the Selectee selected by the Lender in accordance with this Agreement (For the avoidance of doubt, the Lender shall not be entitled to undertake the Project either individually or collectively).

3.2 Substitution upon occurrence of Financial Default
3.2.1 Upon occurrence of a Financial Default, the Lender may issue a notice to the Developer (the "Notice of Financial Default") along with particulars thereof, and send a copy to CSTC for its information and record. A Notice of Financial Default under this Article, shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Developer for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lender may, without prejudice to any of its rights or remedies under this Agreement or the Loan Agreement(s), substitute the Developer by a Selectee in accordance with the provisions of this Agreement.

3.2.3 At any time after issue of Notice of Financial Default, the Lender may by notice require CSTC to suspend all the rights of the Developer and upon receipt of such notice, CSTC shall undertake suspension of the Development Agreement, unless CSTC deem that such suspension shall be detrimental to its interest. The aforesaid suspension shall be revoked if the Financial Default is cured by the Developer within a period of 15 days (Cure Period) as prescribed in Article 13.2 of the Development Agreement, and in the event such Financial Default is not cured within the Cure Period, upon being informed by the Lender, CSTC may terminate the Development Agreement forthwith by issuing a termination notice in accordance with the provisions of the Development Agreement; provided that upon written request from the Lender and the Developer, CSTC may extend the aforesaid period of 90 (ninety) days by a period not exceeding 30 (thirty) days.

3.3 Substitution upon occurrence of Developer Event of Default

3.3.1 Upon occurrence of a Developer Event of Default, CSTC shall by a notice inform the Lender of its intention to issue a termination notice and grant 15 (fifteen) days time to
the Lender to make a representation, stating the intention to substitute the Developer by a Selectee.

3.3.2 In the event that the Lender makes a representation to CSTC within the period of 15 (fifteen) days specified in Article 3.3.1, stating that it intends to substitute the Developer by a Selectee who would rectify the Developer's Event of Default on the terms contained in the Development Agreement, the Lender shall be entitled to undertake and complete the substitution of the Developer by a Selectee in accordance with the provisions of this Agreement within a period of 90 (ninety) days from the date of such representation, and CSTC shall either withhold termination and/or suspend the rights of the Developer for the aforesaid period of 90 (ninety) days; provided that upon written request from the Lender and the Developer, CSTC shall extend the aforesaid period of 90 (ninety) days by a period not exceeding 30 (thirty) days.

3.4 Procedure for substitution

3.4.1 CSTC and the Developer hereby agree that upon expiry of the Cure Period from the date of Notice of Financial Default or the date of representation to CSTC under Article 3.3.2, in the case of a Developer Event of Default, as the case may be, the Lender may invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the transfer of the Project including the right of development to the Selectee upon such Selectee's assumption of the liabilities and the obligations of the Developer from towards CSTC under the Development Agreement towards the Lender under the Loan Agreement(s).

3.4.2 To be eligible for substitution in place of the Developer, the Selectee shall be required to fulfill the eligibility criteria that were laid down by Transport Department for shortlisting the bidders for award of the right of development and lease of future structures and such
other conditions as CSTC may impose having regard to situation prevailing at such time to be substituted in place of the Developer.

3.4.3 Upon selection of a Selectee, the Lender shall request CSTC to:

a) accede to transfer to the Selectee the rights and obligations including but not limited to construction of the Project in accordance with the Development Agreement, of the Developer under the Development Agreement; and

b) endorse and transfer the Development Agreement to the Selectee on the same terms and conditions, for the Residual Development Period.

3.4.4 If CSTC has any objection to the carry out the substitution in favour of the Selectee in accordance with this Agreement, it shall within 15(fifteen) days from the date of proposal made by the Lender, give its decision in this regard. In the event of CSTC deciding against the transfer of the Development Agreement to the Selectee, the Lender may propose another Selectee whereupon the procedure set forth in this Article 3.4 shall be followed for substitution of such Selectee in place of the Developer.

3.5 Selection to be binding

The decision of CSTC in selection of the Selectee shall be final and binding on the Developer and the Lender. The Developer irrevocably agrees and waives any right to challenge the actions of the Lender or CSTC taken pursuant to this Agreement including the transfer/novation/ assignment/ endorsement of the Development Agreement in favour of the Selectee. The Developer agrees and confirms that it shall not have any right to seek revaluation of assets comprised in the Project or the Developer’s shares. The Lender agrees that the Lender shall have no liability towards CSTC for the Debt Dues.

3.6 Not to affect the rights of the CSTC
Nothing herein contained shall be deemed to affect the rights of CSTC arising out of the Development Agreement, in case of Developer's Event of default, or otherwise.

**ARTICLE 4 - TERMINATION OF DEVELOPMENT AGREEMENT**

4.1 Termination upon occurrence of Financial Default

After expiry of the Cure Period from the issue of a Notice of Financial Default, the Lender may by a notice in writing require CSTC to terminate the Development Agreement forthwith, and upon receipt of such notice, CSTC may terminate the Development Agreement, unless CSTC deem that such termination shall be detrimental to its interest.

4.2 Termination when no Selectee is selected

In the event that no Selectee acceptable to CSTC is selected and recommended by the Lender within the period of 90 (ninety) days or any extension thereof as set forth in Article 3.3.2, CSTC may terminate the Development Agreement forthwith in accordance with the provisions thereof.

4.3 Realisation of Debts Due

CSTC and the Developer hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lender is entitled to receive from the Developer, without any further reference to or consent of the Developer, the Debts Due upon termination of the Development Agreement and/ or the Loan Agreement(s) executed between the Lender and the Developer.

**ARTICLE 5- DISPUTE RESOLUTION**
5.1 **Arbitration**

In the event if any dispute or difference or claim of any kind arises between the Parties arising out of this Agreement and cannot be amicably resolved by the Parties, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The substantive law for the arbitration shall be Indian law. The sole Arbitrator shall be appointed by the Principal Secretary of the Transport Department of the Government within a period of 30 days of a request to him in writing by the party invoking arbitration.

5.2 **Place of Arbitration**

The place of arbitration shall be Kolkata, the arbitration hearings, if required, can be held elsewhere from time to time by mutual agreement of the parties.

5.3 **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

5.4 **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party.

5.5 **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such
ARTICLE 6- MISCELLANEOUS

6.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Kolkata shall have the jurisdiction over matters arising out of or relating to this Agreement.

6.2 Priority of agreements

In the event of any conflict between the Development Agreement and this Agreement the provisions contained in the Development Agreement shall prevail over this Agreement.

6.3 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representative of the Parties.

6.4 Waiver

6.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision or obligations under this Agreement: a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement; b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and c) shall not affect the validity or enforceability of this Agreement in any manner.
Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

**6.5 Third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

**6.6 Survival**

6.6.1 Termination shall:

   a) not relieve the Developer or the Lender, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof and

   b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

6.6.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

**6.7 Severability**

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or
enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

6.8 Successors and assigns

This Agreement shall be binding on and shall inure to the benefits of the Parties and their respective successors and permitted assigns.

6.9 Notices

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by speed post) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

Developer's Address:

Lender's Address:

CSTC Address:
6.10 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

6.11 Authorised representative

Each of the Parties shall be notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

6.12 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written

SIGNED AND DELIVERED on behalf of the

Developer[•] by its [•], Mr. [•] at Kolkata in the presence of:
SIGNED AND DELIVERED on behalf of the Lender[•] by its [•], Mr. [•] at Kolkata in the presence of:

SIGNED AND DELIVERED on behalf of the CALCUTTA STATE TRANSPORT CORPORATION by its Managing Director, Mr. [•] at Kolkata pursuant to authorization granted to him by the Board of CSTC at its meeting held on [•] in the presence of:

DATED THIS ...... DAY OF .................. 20__

BETWEEN

[•]

... DEVELOPER
AND

[*]  
... LENDER

AND

CALCUTTA STATE
TRANSPORT
CORPORATION

... CONFIRMING PARTY

SUBSTITUTION AGREEMENT
REQUEST FOR PROPOSAL

FOR

DEVELOPMENT AND LEASE OF CERTAIN STRUCTURES AND AREAS

TOGETHER WITH PROPORTIONATE SHARE OR INTEREST IN AN

IDENTIFIED LAND PARCEL WITHIN THE

THAKURPUKUR DEPOT OF

CALCUTTA STATE TRANSPORT CORPORATION

TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL

FOR & ON BEHALF OF

CALCUTTA STATE TRANSPORT CORPORATION

RfP No. 14 dated 18th July 2016
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The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. Capitalized terms not defined in the RfP shall have the meaning as defined in the Development Agreement or the Lease Deed of Sub-Lease, as applicable.
DISCLAIMER

The information contained in this Request for Proposal document (the "RfP") or subsequently provided to the bidder(s), whether verbally or in documentary or any other form by or on behalf of Transport Department, Government of West Bengal (for short the “Department”), any State Transport Undertakings (STUs) or any of their employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is neither an offer nor invitation by the Department to the prospective bidders or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in making their bids pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by the Department. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the bidding documents. The assumptions, assessments, statements and information contained in this RfP may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from the appropriate sources.

Information provided in this RfP to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or
authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Department, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way for participation in this bid stage.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RfP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfP. The issue of this RfP does not imply in any way that the Department is bound to grant right of development or /sub-lease of the constructed and developed structures to the Selected Bidder and the Department reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its bid. All such costs and expenses
will remain with the bidder and the Department shall not be liable in any manner whatsoever for
the same or for any other costs or other expenses incurred by a bidder in preparation or
submission of the bid, regardless of the conduct or outcome of the bidding process.

In particular, the Department shall not be responsible / liable for any latent or evident defect or
character of the site or its title or any other related aspect including but not limited to the
following:

(a) Soil testing/investigations;
(b) Availability of ground water;
(c) Availability and / or provisions for utilities such as electricity, water supply, etc.;
(d) Site drainage;
(e) Site approach;
(f) All statutory permissions from various authorities including approvals from town
    planning or other authorities as per the Central Government / Government of West
    Bengal / Municipal/ Panchayat Acts/ Rules/ Guidelines/ Norms;
(g) All applicable rent, rates, duties, cess and taxes, if any;
(h) All applicable statutory laws and provisions;
(i) Technical and financial feasibility of the Project (the term Project being defined in clause
    1.1.4)

Any character or requirement of the site, which may be deemed to be necessary by the bidder
should be independently established and verified by the bidder.
1. INTRODUCTION

1.1 Background

1.1.1 The Government of West Bengal (the “GoWB”) owns and controls several State Transport Undertakings (STUs) which provide public transport services. The Transport Department is the administrative department and the nodal agency for these STUs. These STUs possess assets in the form of lands at the depots / terminuses from where they manage their bus and/or tram operations.

1.1.2 The depots/ terminuses are, typically, used for the purposes of parking buses and/or trams and/ or undertaking repairs, maintenance, washing and testing of vehicles, storing inventory, refueling buses, laying and repairing of tram tracks, and/or for providing a loop for tram movements. Some of the depots/ terminuses also contain offices and staff quarters.

1.1.3 One such STU, Calcutta State Transport Corporation (for short “CSTC”) at premises No. 109, Diamond Harbour Road, Kolkata – 700008 is one such depot identified by transaction advisors appointed by the Government with potential for such utilization. It appears that the potential of the land resource of such depot can be unlocked by grant of development right over an identified land parcel within such depot, to a Selected Bidder and a right to obtain on /sub-lease the structures so constructed and developed except certain structures which are to be made over to CSTC for their depot and other activities and together with proportionate undivided share or interest in the land of such depot or an identified land parcel within such depot, as the case maybe.
in proportion to the structures of which sub-lease is obtained by the Selected Bidder (the "Project"). The Project would result in the areas and structures to be made over to CSTC ("CSTC’s allocation and other structures to be developed and constructed in the depot, which may be commercially utilized by the Selected Bidder (the "Commercial Development Area") for any legally permissible use.

1.1.5 The Selected Bidder who offers the highest Financial Bid, is otherwise qualified in terms of this document, whose Technical Proposal is evaluated to be Technically Sufficient and who is issued a LOI by the Department would be entitled to develop such depot or an identified land parcel within such depot, as the case may be. CSTC’s allocation in such development would comprise of certain agreed structures and areas thereon for exclusive use of CSTC, to be constructed and developed within the time fixed for the same and according to the requirements and specifications laid down by CSTC (the "Construction Requirements", as specified in Appendix III hereof). The Selected Bidder would be given a/sub-lease of the remaining structures of the depot (being the Commercial Development Area), together with basements for creating car parking spaces, together with proportionate undivided share or interest in the land of the identified land parcel within such depot, and would be entitled to commercially utilize the same. The Selected Bidder would be entitled to issue letters of allotment of proposed developed spaces comprised in the Developer’s allocation to third parties after execution of the Development Agreement and would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/Financial Institutions by creating charge/mortgage in favour of such Scheduled Banks/Financial Institutions over its rights hereunder without however in any manner creating or foisting any liability on CSTC. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Development Agreement and the proposed sub-lease, CSTC would have no financial
obligation towards the lending institution. The Selected Bidder would also be required to
construct separate and independent means of access, either elevated or at the ground
level, as found feasible and agreeable by CSTC, for the Commercial Development Area,
which would not interfere with the depot activities and which would serve as exclusive
means of access to such Commercial Development Area.

1.1.6 The Selected Bidder’s scope of work may be divided into the following phases:

1.1.6.1 Phase I: Pre-construction/ planning Phase

- Preparation of Detailed Project Specifications (the “DPS”) consisting of detailed
  architectural drawings, sanctionable building plan and other related documents,
  namely procedure and methodology for construction, quality assurance plan and
  engineering & construction time schedule. The DPS should conform to the
  Technical Proposal submitted earlier by the Selected Bidder as part of its bid. The
  DPS should be prepared according to extant building rules (read with land use
  plan, if any). It is made clear that notwithstanding anything contained in this
  document, the provisions of extant building rules and regulations will prevail.
  The DPS should contain the requirements for both CSTC’s allocation and the
  Commercial Development Area of the Project.

- Obtaining approval of the DPS from the CSTC/Department and/or other
  independent engineers/ third parties engaged by CSTC/Department for this
  purpose.

- Obtaining all statutory approvals and sanctions from the appropriate authorities.
  Such approvals would be applied for in the name of CSTC on the strength of a
  Power of Attorney which will be granted in favour of the Selected Bidder (as per
  Appendix VII hereof). All costs and fees payable for such approvals and sanction
  shall be paid and borne by the Selected Bidder, who shall also be entitled to all
  refunds of the same (if any) from the appropriate authorities.
1.1.6.2 **Phase II: Construction of CSTC’s allocation (as per Appendix III hereof)**

**Phase**

- Taking over possession of the identified land parcel within such depot, from CSTC.
- Demolition and removal of existing structures, buildings / and other such structures of CSTC
- Construction of CSTC’s allocation as per the approved DPS, which meets the minimum Construction Requirements specified for CSTC’s allocation
- Construction of parts of the Commercial Development Area which need to be constructed before handing over of CSTC’s allocation to CSTC.
- Handing over of CSTC’s allocation to CSTC, free of cost, as per the Construction Requirements specified in Appendix III hereof and within the time frame specified in Appendix I: Data Sheet hereof to the satisfaction of CSTC.

1.1.6.3 **Phase III: Construction of the Commercial Development Area Phase and thereafter**

- Construction of the Commercial Development Area of the Project and obtaining full Occupancy Certificate in respect of the Project.
- Entering into a Deed of / Sub-Lease, (as per Appendix VI hereof) with CSTC with right inter alia to /transfer the Commercial Development Area.
- Commercially utilize the Commercial Development Area of the Project.
- Post completion of construction of the Commercial Development Area, till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area and taking over such responsibility by such association, society or company, the Selected
Bidder shall also be responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

All the rights and entitlements of the Selected Bidder mentioned above shall be subject to its due performance of all terms, conditions and covenants contained herein and on its part to be paid, observed and performed including as to payment of Financial Bid amount as required to be paid, rent and other payments required to be paid in terms of this RfP or the Deed of /Sub-Lease or otherwise.

1.1.7 Through a competitive and transparent bidding process of selection of bidder to whom such right of development and /sub-lease would be granted, the Department expects to generate substantial revenue which can be used by the GoWB and/ or CSTC for various purposes, including, *inter alia* for adjustment of dues of CSTC to the GoWB, further improvement of CSTC operations, other developmental works in the State and other causes and reasons.

1.1.8 While the designs and drawings for the Project shall be the responsibility of the Selected Bidder, the design of CSTC's allocation shall have to be prepared according to CSTC's Construction Requirements (as specified in Appendix III hereof) and approved by CSTC/Department and/or other independent engineers/ third parties engaged by CSTC/Department prior to its submission to appropriate authorities for obtaining statutory sanctions.

1.2 **Project details**

1.2.1 In the circumstances, on behalf of CSTC, GoWB through its Transport Department hereby invites offers from prospective bidders for grant of right of development on an identified land parcel of the abovementioned depot, and for obtaining a /sub-lease of the structures other than the structures and areas to be made over to CSTC as its allocation, together with parking rights in the basements, together with proportionate undivided share or interest in the land of the identified land parcel within such depot,
1.2.2 Such identified land parcel, is presently being used by CSTC for its depot/activities and possession of the identified land parcel within such depot, for the purpose of carrying out such construction and development, will be made over to the Selected Bidder within the timeframe specified in Appendix I: Data Sheet hereof.

1.2.3 The bidder who is qualified as per the eligibility criteria contained in this document, whose Technical Proposal is evaluated to be Technically Sufficient and whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department and who submits the highest Financial Bid for the right to construct and develop the Project and /sub-lease of the Commercial Development Area of the Project, to be constructed by such bidder on the identified land parcel within such depot, would be declared the Selected Bidder (the “Selected Bidder”).

1.2.4 The Department has decided to go in for a single-stage three-envelope competitive bid process for selection of such Selected Bidder. The first envelope would be the Qualification Bid, the second envelope would be the Technical Proposal and the third envelope would be the Financial Bid.

1.2.5 Urban Development Department has observed that exemption for the said land parcel under the Urban Land (Ceiling and Regulation) Act, 1976 will be granted to the Selected Bidder by the Urban Development Department, GoWB on a case to case basis on priority.

1.2.6 The Selected Bidder may put to use the Commercial Development Area (not being CSTC’s allocation) to any legally permissible use, provided however that construction of the Commercial Development Area must be completed in all respects and notice of completion obtained in the event the Project is sanctioned by the Kolkata Municipal Corporation from a certified Licensed Building Surveyor (LBS)/Licensed Building Architect (LBA) or in absence thereof, the Project Management Consultant, as defined later, within 60 months from the date of handing over of possession PROVIDED HOWEVER that CSTC may at its discretion on an application being made to it by the
Selected Bidder and on payment of such fees or penalty, by whatever name called, as may be fixed by CSTC from time to time, grant to the Selected Bidder such extension of time to commence and/or complete construction, if acceptable to CSTC of the said structure on the identified land parcel within such depot, for such period as CSTC may determine FURTHER PROVIDED HOWEVER that upon failure of the Selected Bidder to comply with such covenant to commence and complete construction of the Project within the time originally fixed or as may be extended by CSTC, the development and other rights granted by CSTC shall stand to be terminated by CSTC and CSTC shall be entitled to re-enter into or upon the land parcel and resume possession thereof on forfeiture of all amounts paid by the Selected Bidder to CSTC. The full cost of construction and development of the Project, consisting of both CSTC’s allocation and the Commercial Development Area, as per agreed designs and drawings and agreed specifications shall have to be borne by the Selected Bidder.

1.2.7 The ownership and title of all structures and areas of the Project shall at all times remain with CSTC and the Selected Bidder shall be given a / sub-lease, as the case may be only of the Commercial Development Area (not being part of CSTC’s allocation), including basements together with proportionate undivided share or interest in the land of identified land parcel within such depot.

1.2.8 The term of the /sub-lease shall be for a period of 99 (ninety nine) years. The /sub-lease may be renewed by the /sub-lessee for 1 (one) like term on an application by the /sub-lessee seeking such renewal made not before 1(one) year prior to expiry of the initial term. The terms and conditions of the renewed /sub-lease will be as maybe mutually agreed by the /sub-lessee and the /sub-lessee, at the time of renewal of the /sub-lease.

1.2.9 The other terms and conditions of the /sub-lease are as contained in the proforma Deed of /Sub-Lease (/ “the Deed of Sub-Lease”, as the case may be) which is enclosed as Appendix VI hereof.
1.2.10 The Premium for the / Sub-Lease (the "/ Sub-Lease Premium") will be 95% (ninety five per cent) of the Financial Bid quoted by the highest bidder who is declared as the Selected Bidder by the Department.

1.2.11 /Sub-Lease rent of 0.3% (zero point three per cent) of the Financial Bid quoted by the highest bidder who is declared as the Selected Bidder shall be payable, per annum for the period of / sub-lease.

1.2.12 Prospective bidders will have to pay the bid document cost (amount as specified in Appendix I: Data Sheet hereof) by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof. Prospective bidders should carry a covering letter (on the letterhead of the bidder) addressed to the Designated Officer (as specified in Appendix I: Data Sheet hereof), mentioning the depot(s) for which they intend to pay the bid document cost along with the Demand Draft details and the bidder's particulars for communication (including email address). The Demand Draft should be issued by a Scheduled Commercial Bank in India; for the avoidance of doubt, "Scheduled Commercial Bank" shall mean a scheduled commercial bank as per the extant rules and regulations of the Reserve Bank of India. The bid document cost has to be paid in advance at the office of the Designated Officer for this Project (as specified in Appendix I: Data Sheet hereof) as per the schedule specified in Appendix I: Data Sheet hereof and a receipt obtained (to be issued by CSTC/Department on a printed receipt pad) against such payment. This receipt has to be produced for attending the site-visit and the pre-bid conference and also submitted along with the Qualification Bid to be submitted by bidders.

1.2.13 CSTC has through its legal consultants examined its title on such depot and after examination of the title to depot, CSTC represents that it is duly authorized to grant right of construction of structures on such land and /sub-lease of constructed structures (being the Commercial Development Area) together with proportionate undivided share
or interest in the identified land parcel within such depot. However, a bidder may conduct a due diligence exercise with regard to the interest of CSTC to such depot or identified land parcel of the depot, as the case may be and would be deemed to have familiarised itself with the status of infrastructural facilities and other conditions appearing at the site before submitting its bid. Copies of title documents of identified land parcel of the depot, , would be made available at pre-notified date to the bidders who have paid the bid document cost and on production of receipt of such payment. Right of construction on the identified depot land and /sub-lease would thus be given on as-is-where-is basis and the bidder must satisfy itself in respect of the interest of CSTC prior to submission of its bid. No claim on this account would be entertained by the Department or CSTC at any stage.

1.2.14 Prior to opening of the Financial Bids, a Reserve Price (the “Reserve Price”) will be fixed by the Department. In the event that all Financial Bids which are opened are found to be below the Reserve Price, the Department may invite fresh bids for the Project. The Reserve Price will not be fixed before the bidders submit their Financial Bids. Since the Reserve Price will be fixed before Financial Bids are opened, the Department or GoWB, while fixing the Reserve Price, shall not have knowledge of the Financial Bids received, thus ensuring that the fixing of the Reserve Price is not influenced by such knowledge. The transaction advisors will not finalize Reserve Price, to prevent any conflict of interest. All bidders are provided comfort accordingly.

1.2.15 The Department would organize a site visit, the details of which would be communicated in due course to the bidders who have paid the bid document cost and have provided details for communication. A pre-bid conference/meeting would also be held, and the date, time and venue for the same would be communicated to such bidders.

1.3 Bidding process

Bidding process, as aforesaid shall be a single-stage three-envelope process.
• The first envelope should contain the documents for satisfaction of eligibility criteria i.e. the Qualification Bid of the bidder.

• The second envelope should contain the Technical Proposal of the bidder for undertaking construction and development of the Project.

• The third envelope should contain the Financial Bid, quoting the Financial Bid being offered by the bidders.

• Each of the three envelopes should be sealed; the name of the bidder along with the name of the depot for which they are submitting the bid should be clearly written on each of the three envelopes. All the three envelopes should be put inside a fourth larger outer envelope which should be sealed before submission by the bidder.

1.4 Qualification Bid

1.4.1 The Qualification Bid (the “Qualification Bid”) shall be submitted in the formats specified in Appendix IV hereof. The eligibility criteria are as mentioned below.

1.4.2 Any company registered in India, registered Indian partnership firm, consortium of such registered partnership firms and/or companies may participate in the bid except for GoWB Undertakings/ GoWB Enterprises/ GoWB autonomous bodies, who are ineligible from participating in the bid.

1.4.3 In the event the bidder is a consortium, it has to comply with the following requirements:

(a) The number of members of the consortium shall not be more than 3.

(b) The members of the consortium shall enclose a Joint Bidding Agreement (the “Joint Bidding Agreement”) in the format given in Annexure F of Appendix IV hereof which shall inter alia set forth the respective shares of the members of the consortium to contribute to the financial obligations of the consortium and shall nominate one of its members (acting through a named officer) to be the lead member of the consortium who will also be entitled to represent such consortium
before the Department through a Power of Attorney signed by all the members of the consortium as per the format given in Annexure D of Appendix IV hereof.

(c) In the event the consortium is the Selected Bidder, the consortium must incorporate itself as a Company registered under the Companies Act, 1956 (including any subsequent enactment thereof) or limited liability partnership under the Limited Liability Partnership Act, 2008 immediately following the selection and prior to execution of the Power of Attorney and the Development Agreement in favour of the Selected Bidder.

(d) No change in the composition of the consortium is allowed subsequent to the submission of the bid or during the bidding process till handing over of the CSTC's allocation. In case the Selected Bidder is a consortium, the lead member of the consortium shall hold a minimum of 51% share in the consortium till Completion Date of the Project, as defined in the Development Agreement in Appendix IX hereof.

1.4.4 Technical Capacity: A bidder shall have commenced and completed the development (not merely as contractor) of at least one "alike" project during the period between 1st January 2009 and 31st December 2015 (the "Technical Capacity") whose total floor area shall be at least as specified in Appendix I: Data Sheet hereof.

The following categories of buildings shall be considered as an "alike project":

- Shopping complexes / shopping plazas / shopping malls
- Departmental stores, discount stores, hypermarkets
- Restaurants, fast food stalls, kiosks
- Offices, educational institutions, hospitals, nursing homes, commercial complexes
- Residential complexes / buildings
- Showrooms for consumer goods like garments, electronics / electrical items and general utilities.
The above list is illustrative only.

In the event, the bidder is a consortium, the technical capacity of the bidder must be fulfilled by the lead member and individual projects of other consortium members will not be taken into account or added to arrive at the technical capacity of such bidder.

1.4.5 **Financial Capacity**: A bidder must be financially sound and the minimum Net Worth of the bidder as on the last date of the financial year 2014 – 2015 shall not be less than the Financial Capacity criteria (the "Financial Capacity") as specified in Appendix I: Data Sheet hereof.

1.4.6 For the purpose of this RfP, "Net Worth" shall mean as follows:

(i) The sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, reserves not available for distribution to equity shareholders and any redeemable or convertible preference shares; or

(ii) In case the bidder is a partnership firm, net worth shall mean the sum of the partners' capital account and undistributed profits.

1.4.7 In case of a consortium, the Net Worth criteria will be applied on the combined Net Worth of all the members of the consortium provided that Net Worth of the lead member constitutes at least 51% of the required Net Worth.

1.4.8 The Qualification Bid has to be accompanied by a statement of Technical Capacity as per format given in Annexure G of Appendix IV hereof; the Qualification Bid also has to be accompanied by an original certificate of Net Worth as per format given in Annexure H of Appendix IV hereof and signed by the statutory auditor of the bidder (and in case of a consortium, of all the members of the consortium) certifying the Net Worth of the bidder in clear and unambiguous terms in the said format specified in Annexure H of Appendix IV.
1.4.9 The Department’s determination of such Net Worth through its transaction advisors shall notwithstanding what is certified as aforesaid, be finally conclusive and binding. In case of doubt, the matter will be referred to the Finance Department of GoWB for its final opinion.

1.4.10 The Qualification Bid will also be accompanied by copies of audited annual report of the bidder (of each member in case the bidder is a consortium) for last 3 (three) financial years (as applicable).

1.4.11 The Qualification Bid shall be submitted in 2 copies (one original and one photocopy) in an envelope superscribed “Qualification Bid” containing the aforesaid documents. One copy shall be marked as Original and the other as Copy. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5 Technical Proposal

The Technical Proposal (the “Technical Proposal”) should consist of the following:

1.5.1 Technical Proposal Letter as per format given in Appendix X hereof, which includes an undertaking by the bidder to meet the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof.

1.5.2 Write-up on the Project, as conceptualized by the bidder.

1.5.3 Preliminary concept plan, consisting of:

- Schematic diagrams for the Project (for both CSTC’s allocation and the Commercial Development Area), consisting of the proposed front elevation, perspective and top views of the depot.

- The schematic diagram for CSTC’s allocation should clearly illustrate how the Construction Requirements of CSTC’s allocation is being met by the Technical Proposal.
• Schematic diagrams should be provided for the proposed ground floor plan and typical floor plans for other floors, proposed front elevation, perspective and top views of the Commercial Development Area.

• Details of existing buildings and structures (including utility service areas) proposed to be demolished along with plans for relocating them within the depot or the identified land parcel within such depot.

• Areas demarcated for providing utility services – there should be separate and independent areas for providing the utility services for CSTC’s allocation and for the Commercial Development Area.

• Internal traffic and pedestrian circulation plan for CSTC’s allocation, including entry and exit points and access routes/ passages to the abutting roads.

• Internal traffic and pedestrian circulation plan for the Commercial Development Area, including entry and exit points and access routes/ passages to the abutting roads.

• Areas to be reserved for statutory landscaping and green cover requirements.

• The plans should clearly indicate all internal, external and height related dimensions and should also indicate the open space on each side, as mandated by extant building rules. The plan should allow for passages of sufficient width required for free movement of fire tender (for both the CSTC’s allocation and the Commercial Development Area).

1.5.4 Area statement for CSTC’s allocation as well as the Commercial Development Area; the statement should clearly specify the FAR, ground coverage, maximum height, open space and other statutory restrictions considered by the bidder in the construction plan. The area statement should also specify the areas in each floor for both CSTC’s allocation and the Commercial Development Area. While calculating the total buildable area for the Project, the bidder may consider the entire area of the depot multiplied by the applicable
FAR. The total buildable area available for the Commercial Development Area may be obtained by subtracting from the total buildable area, the sum of the buildable area required for CSTC's allocation and the area of any additional buildings or structures to be retained by CSTC in the depot (as specified in Appendix III hereof).

1.5.5 The Technical Proposal should schematically demonstrate a high standard of appearance and aesthetic quality of the Project and shall be prepared by qualified architects.

1.5.6 The Technical Proposal should be prepared according to extant building rules (read with land use plan, if any).

1.5.7 The Technical Proposal should be submitted in both printed hard copy and soft copy in a CD. In the CD, all the drawings and diagrams should be provided in autocad format while the area and other calculations should be provided in spreadsheet format. The Technical Proposal shall be submitted in 2 copies (one original and one photocopy for the hard copy, and 2 CDs for the soft copy) in an envelope superscribed “Technical Proposal” containing the aforesaid documents and CD. One hard copy shall be marked as Original and the other as Copy. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5.8 The details of the Technical Proposal as detailed in clauses 1.5.1 to 1.5.6 above may be modified by the STU/ Department on the basis of responses received in the pre-bid conference.

1.6 Financial Bid

95% of the Financial Bid (the “Financial Bid”) shall be the one time /Sub-Lease Premium payable to the Department in terms of this document. The Financial Bid shall be submitted only in 1 (one) copy in the format specified in Appendix V on the bidder's letterhead in a sealed envelope superscribed as given below

"Financial Bid - CONFIDENTIAL"
NOT TO BE OPENED BEFORE <bid due date as per the schedule specified in Appendix I: Data Sheet hereof> AND TO BE OPENED IN FRONT OF QUALIFIED AND TECHNICALLY SUFFICIENT BIDDERS”

The sealed envelope shall be enclosed along with the sealed envelope containing the Qualification Bid (this envelope shall be superscribed “Qualification Bid”) and the sealed envelope containing the Technical Proposal (this envelope shall be superscribed “Technical Proposal”) in a larger outer sealed envelope. This outer envelope containing the Qualification Bid, the Technical Proposal and the Financial Bid shall be superscribed with the name of the Project as specified in Appendix I: Data Sheet hereof and also the name and contact details of the bidder/ lead member of the consortium.

1.7 Cost of bidding
The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.8 Site visit and verification of information

1.8.1 Bidders should submit their respective bids after visiting the site(s) and ascertaining for themselves the site(s) conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, emergency medical needs, applicable laws, applicable permits and regulations, and any other matter considered relevant by them. The bidders will have to satisfy themselves of the business prospects in the subject area. No compensation, claim or damages will be entertained by the Department or CSTC in this regard.

1.8.2 It shall be deemed that by submitting a bid, the bidder has:

(a) made a complete and careful examination of the bidding documents;

(b) received all relevant information requested from the Department;
(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Department relating to any of the matters referred to in clause 1.8.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in clause 1.8.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 1.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Department, or a ground for termination of the Deed of / Sub-Lease; and

(f) agreed to be bound by the terms of the RfP document, the undertakings provided by it under and in terms hereof.

1.8.3 The Department shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the bidding documents including the RfP or the bidding process, including any error or mistake therein or in any information or data given by the Department.

1.9 Right to accept and to reject any or all bids

1.9.1 The Department reserves the right to verify all statements, information, drawings, diagrams and documents submitted by the bidder in response to this RfP or the bidding documents and the bidder shall, when so required by the Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Department shall not relieve the
bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department thereunder.

1.9.2 Notwithstanding anything contained in this RfP, the Department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Department rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

1.9.3 The Department reserves the right to reject any bid and appropriate the bid security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the bidder does not provide, within the time specified by the Department, supplemental information sought by the Department for evaluation of the bid.

Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If the bidder is a consortium, then the consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the bids have been opened and the highest bidder gets disqualified / rejected, then the Department reserves the right to:

(i) proceed with the remaining qualified bidders in accordance with clauses 2.6.3 and 2.6.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Department, including annulment of the bidding process.

1.9.4 In case it is found during the evaluation or at any time before construction has been commenced by the bidder or before the execution of the Development Agreement and the Power of Attorney or even after commencement of construction or execution and during subsistence of the Development Agreement, that 1 (one) or more of the eligibility criteria have not been met by the Selected Bidder or the Selected Bidder has made
material misrepresentations or has given any materially incorrect or false information or has otherwise acted in a manner intending to deceive or defraud CSTC, the bidder shall be disqualified forthwith and the LOI cancelled if construction activity has not been commenced by the bidder. If construction has been commenced or Development Agreement or Deed of / Sub-Lease executed with the bidder, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated/forfeited, by a communication in writing by the Department or CSTC to the bidder whereupon the Department/ CSTC shall be entitled to reenter into and resume possession upon the identified land parcel within such depot, without the Department/ CSTC being liable in any manner whatsoever to the bidder, as the case may be. In such an event, the Department/ CSTC shall also forfeit and appropriate the bid security/ performance guarantee and/ or the /sub-lease premium paid as damages, which sum is agreed to be a genuine pre-estimate of damages, without prejudice to any other right or remedy that may be available to the Department/ CSTC under the bidding documents and/or the Development Agreement and/ or the Deed of / Sub-Lease or otherwise.

1.10 Amendment of RfP

1.10.1 At any time prior to the deadline for submission of bids, the Department, if it deems fit and proper may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RfP by the issuance of addenda/corrigenda.

1.10.2 The Department shall not be obliged to respond to request for clarifications received from individual bidders. It shall however organize a pre-bid conference for giving answers/clarifications to questions/queries considered relevant and which are received by the Department up to the date of such pre-bid conference. Such written questions may be sent to the Designated Officer (as specified in Appendix I: Data Sheet hereof) for this
Project by post/ email/ fax with the subject line "Queries for <Project Name as specified in Appendix I: Data Sheet hereof>". In addition to such written questions received by the Department, the Department reserves its right to answer other questions raised at such pre-bid conference and answer such of them as are considered relevant. Suggestions received at the time of pre-bid conference, may be considered by the Department and if found acceptable, the same may be accepted by the Department and the RfP document may be accordingly modified by issue of addenda/ corrigenda to such effect.

1.10.3 Any addendum issued shall be uploaded in the tenders section of the websites of the Government of West Bengal (www.banglarmukh.gov.in), the Finance Department of the Government of West Bengal (www.wbfin.nic.in) and the Calcutta State Transport Corporation (www.cstc.org.in) and intimated by email to such bidders who have paid the bid document cost and given full and valid particulars for communication.

1.10.4 In order to afford the bidders a reasonable time for taking an addendum into account, or for any other reason, the Department may, at its own discretion, extend the bid due date.

1.11 Language

The bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the issuing authority or by the Translation Departments of the High Courts/ Supreme Court of India/ any other government department/ agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

1.12 Format and signing of bid
1.12.1 The bidder shall provide all the information sought under this RfP. The Department will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/or conditional bid shall be liable to be rejected.

1.12.2 The bid shall be typed or written in indelible ink and signed by the authorised signatory of the bidder who shall also initial each page, in ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the bid shall be initialed by the person(s) signing the bid.

1.12.3 The following conditions shall be adhered to while submitting the bid:

(a) the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed formats is insufficient. Alternatively, the bidders may modify the prescribed formats making due provision for incorporation of the requested information; and

(b) information supplied by the bidder (or constituent members if the bidder is a consortium) must apply to the bidder, member or associate named in the bid and not, unless specifically requested, to other associated companies or firms;

1.13 Bid due date

1.13.1 Bids should be submitted at the office of Designated Officer (as specified in Appendix I: Data Sheet hereof) within the bid due date as specified in Appendix I: Data Sheet hereof. A receipt of bid submission should be obtained from his office.

1.13.2 The Department may, in its sole discretion, extend the bid due date by issuing an appropriate notice in this regard at any time prior to the Qualification Bid opening date and even after the previous bid due date being so extended.

1.14 Late bids

Bids received by the Department after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected.

1.15 Contents of the bid
1.15.1 The Qualification Bid shall be furnished in the formats provided in Appendix IV hereof.

1.15.2 The Technical Proposal should contain all the details, plans and calculations as specified in clause 1.5 hereof.

1.15.3 The Financial Bid shall be furnished in the format provided in Appendix V hereof and shall consist of the quotation of the Financial Bid offered by the bidder. The bidder shall specify the Financial Bid (both in figures and words) which shall be payable in accordance with this RfP and the provisions of the Deed of / Sub-Lease.

1.15.4 The Project will be awarded to the highest bidder, provided that the bidder is otherwise qualified as per the eligibility criteria and the bidder’s Technical Proposal is evaluated to be Technically Sufficient and whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department.

1.15.5 The opening of bids and the bidding process may be conducted by the Department substantially in accordance with this RfP. The Department may involve its transaction advisors and their consultants for assistance in conducting the bid process.

1.16 Rejection of bids

1.16.1 Notwithstanding anything contained in this RfP, the Department reserves the right to reject any bid and to annul the bidding process and to reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Department rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

1.16.2 The Department reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any bid without assigning any reasons.

1.17 Validity of bids

The bids shall be valid for a period of not less than 1 (one) year from the bid due date. The validity of bids may be extended by mutual consent of the respective bidders and the
Department.

1.18 **Correspondence with the bidder**

Save and except as provided in this RfP, the Department shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

1.19 **Bid security**

1.19.1 The bidder shall furnish as part of its bid a bank guarantee (the “Bank Guarantee”) in favour of the Payee (as specified in Appendix I: Data Sheet hereof) as bid security; this should be issued by a Nationalised Bank in India and be in the format provided in Annexure E of Appendix IV and having a validity period of not less than 1 (one) year from the bid due date, as may be extended by the bidder from time to time.

1.19.2 Any bid not accompanied by the bid security shall be rejected by the Department as non-responsive.

1.19.3 For bidders who do not meet the eligibility criteria as per clauses 1.4.2, 1.4.3, 1.4.4 or 1.4.5 or whose Technical Proposal is evaluated to be Technically Insufficient, the bid security will be returned by the Department, without any interest, within 15 days of the date of the LOI or when the bidding process is cancelled by the Department, as the case may be. The bid security of the otherwise unsuccessful bidders will be returned by the Department, without any interest, within 1 (one) year of the date of the LOI or when the bidding process is cancelled by the Department, as the case may be.

1.19.4 The Selected Bidder's bid security will be returned, without any interest, within 7 days of the bidder furnishing a performance guarantee of the amount as specified in Appendix I: Data Sheet hereof, in accordance with the provisions thereof and provided that the bidder is otherwise not in breach of the terms hereof. However, in case the Department/CSTC decides to annul the process or decides to invite fresh bids for the Project, the Selected Bidder's bid security and payments of /Sub-Lease Premium made by the Selected Bidder/ / Sub-Lessee up to that period of time would be returned to the
Selected Bidder/ Sub-Lessee without any interest within 30 (thirty) days of such a decision being made, provided that the Selected Bidder/ Sub-Lessee is otherwise not in breach of any of the terms and conditions herein contained.

1.19.5 The Department shall be entitled to forfeit and appropriate the bid security as damages inter alia in any of the events specified in clause 1.19.6 herein below. The bidder, by submitting its bid pursuant to this RfP, shall be deemed to have acknowledged and confirmed that the Department will suffer loss and damage on account of default by the bidder during the bid validity period. No relaxation of any kind on bid security shall be given to any bidder.

1.19.6 The bid security shall be forfeited and appropriated by the Department as damages without prejudice to any other right or remedy that may be available to the Department under the bidding documents and/or the Deed of Sub-Lease, or otherwise, under the following conditions:

(a) If a bidder submits a non-responsive bid;

(b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 3 of this RfP;

(c) If a bidder withdraws its bid during the period of bid validity as specified in this RfP or as extended by mutual consent of the respective bidder(s) and the Department;

(d) In the case of Selected Bidder, if it fails within the specified time limit:
   (i) to sign and return the duplicate copy of the LOI;
   (ii) to make payment of the Sub-Lease Premium installments which are due;
   (iii) to execute the Development Agreement

(e) If the bidder is otherwise in breach of the terms of this document.

1.19.7 The bid security (bank guarantee) should be submitted as part of the Qualification Bid. In the original Qualification Bid, the bid security (bank guarantee) should be submitted in a
plastic jacket and be bound with the remaining papers of the Qualification Bid. For the copy of the Qualification Bid, photocopy of the bid security may be submitted.

1.20 **Priority of documents**

For the purposes of interpretation, the priority of the documents shall be as follows:

(a) the Deed of Sub-Lease

(b) the Development Agreement and

(c) the RfP document with all other Appendices.
2. EVALUATION OF BIDS

2.1 Opening and evaluation of Qualification Bids

2.1.1 The Department shall open the Qualification Bids of all bidders, whose bids are received prior to bid due date on a date and time to be informed to such bidders, who have paid the bid document cost and have intimated complete details of communication and in the presence of the bidders who choose to attend.

2.1.2 The Department will subsequently examine and evaluate the Qualification Bids. The Department may, as aforesaid, involve its transaction advisors and their consultants for such purpose.

2.1.3 To facilitate evaluation of the Qualification Bids, the Department may, at its sole discretion, seek clarifications in writing from any bidder regarding its Qualification Bid.

2.2 Tests of responsiveness of Qualification Bids

2.2.1 Prior to evaluation, the Department shall determine whether each Qualification Bid is responsive to the requirements of this RfP. A Qualification Bid shall be considered responsive only if:

(a) it is received as per the formats given in Appendix IV hereof;
(b) it is received by the bid due date including any extension thereof pursuant to clause 1.13.2;
(c) it is signed, sealed, hard bound and marked as stipulated in clauses 1.12.1 and 1.12.2;
(d) it is accompanied by the bid security as specified in clause 1.19;
(e) it is accompanied by the appropriate Power(s) of Attorney as per the formats given in Annexures C and D of Appendix IV hereof;
(f) it contains all the information (complete in all respects) as requested in this RfP.
and/or bidding documents (in formats same as those specified);

(g) it does not contain any condition or qualification;

(h) it is accompanied by the Joint Bidding Agreement (for consortium), specific to the
Project, as per the format given in Annexure F of Appendix IV hereof; and

(i) it is not otherwise non-responsive in terms hereof.

2.2.2 The Department reserves the right to reject any bid which is non-responsive and no
request for alteration, modification, substitution or withdrawal shall be entertained by
Department in respect of such bid.

2.2.3 Subject to the provisions of clause 1.16.1, the bidders adjudged as responsive in terms of
clause 2.2.1 and fulfilling the eligibility criteria as set forth in clauses 1.4.2, 1.4.3, 1.4.4
and 1.4.5 shall be declared as the qualified bidders. The list of qualified bidders will be
uploaded in the tenders section of the websites of the Government of West Bengal
(www.banglarmukh.gov.in), the Finance Department of the Government of West Bengal
(www.wbfin.nic.in) and the Calcutta State Transport Corporation (www.cstc.org.in).

2.3 Opening of Technical Proposals

2.3.1 The Department shall open the Technical Proposals of all the qualified bidders, and in the
presence of such qualified bidders who choose to attend.

2.3.2 The Department will subsequently examine and evaluate the Technical Proposals. The
Department may, as aforesaid, involve its transaction advisors and their consultants for
such purpose.

2.3.3 To facilitate evaluation of the Technical Proposals, the Department may, at its sole
discretion, seek clarifications in writing from any bidder regarding its Technical
Proposal.

2.4 Tests of responsiveness of Technical Proposals

2.4.1 Prior to evaluation, the Department shall determine whether each Technical Proposal is
responsive to the requirements of this RfP. A Technical Proposal shall be considered
responsive only if it is received by the bid due date including any extension thereof pursuant to clause 1.1.3.2 and the following are submitted:

(a) Technical Proposal Letter as per format given in Appendix X hereof, including an undertaking by the bidder to meet the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof.

(b) Write-up on the Project, as conceptualized by the bidder.

(c) Preliminary concept plan, consisting of:
   - Schematic diagrams for the Project (both for CSTC’s allocation and the Commercial Development Area)
   - Details of existing buildings and structures (including utility service areas) proposed to be demolished along with relocation plans
   - Diagram for provision of utility services
   - Internal traffic and pedestrian circulation plan (both for CSTC’s allocation and the Commercial Development Area), including entry and exit points and access routes/ passages to the abutting roads.
   - Areas to be reserved for statutory landscaping and green cover requirements

(d) Area statement for the Project (both for CSTC’s allocation and the Commercial Development Area)

2.5 Evaluation of Technical Proposals

2.5.1 The Department and CSTC will set-up a Technical Proposal Evaluation Committee for evaluation of the Technical Proposals which are found to be responsive. The Committee may consist of representatives of the Department, CSTC and transaction advisors and their consultants. Bidders who are qualified and whose Technical Proposals are found to be responsive, would be required to make a presentation (in Microsoft Powerpoint or other such suitable program) on their Technical Proposal to the Technical Proposal Evaluation Committee; the date, time and venue would be intimated to the bidders by the
Department. The presentation should clearly demonstrate how the Technical Proposal fulfills the Construction Requirements of CSTC, as set forth in Appendix III hereof.

2.5.2 During or after presentation, through discussion, scope for improvement in the Technical Proposal will be given by the Technical Proposal Evaluation Committee to the bidders. The improved version of the Technical Proposal will have to be submitted by the bidders within 10 days from the date of presentation.

2.5.3 In case the Technical Proposal (including the improved version thereof) demonstrates fulfillment of the Construction Requirements (as given in Appendix III hereof), it shall be evaluated as per the Evaluation Criteria specified in Appendix III A hereof.

2.5.4 Each member of the Technical Proposal Evaluation Committee shall evaluate each Technical Proposal (including the improved version thereof) and would award marks out of 100 to such Technical Proposals. The Technical Proposal (including the improved version thereof) would first be evaluated in terms of its fulfillment of the Construction Requirements of CSTC’s allocation (as per Appendix III hereof). In the event the Technical Proposal (including the improved version thereof) does not demonstrate fulfillment of the Construction Requirements, it shall be considered to be Technically Insufficient and it shall not be evaluated any further.

2.5.5 The final marks for each Technical Proposal (including the improved version thereof) shall be the arithmetic average of the individual marks awarded by each member of the Technical Proposal Evaluation Committee. The marking of the Technical Proposal Evaluation Committee shall be final.

2.5.6 The Technical Proposals which secure 70% or more marks would be considered to be Technically Sufficient; the Technical Proposals which fail to secure 70% marks would be considered to be Technically Insufficient.

2.6 Selection of bidder
2.6.1 The Financial Bids of only those bidders whose Technical Proposals are Technically Sufficient would be opened; only such bidders shall be invited for opening of the Financial Bids. The Financial Bids of other bidders will not be opened.

2.6.2 Subject to what is contained hereinbefore, the qualified bidder and whose Technical Proposal is Technically Sufficient, quoting the highest Financial Bid shall be declared as the Selected Bidder. In case the Selected Bidder decides to withdraw from the bid process, the Department shall forfeit its bid security in accordance with clause 1.19.6.

2.6.3 In the event the Financial Bids of 2 (two) or more bidders, who are qualified and whose Technical Proposals are Technically Sufficient, are the same (the “tie bidders”), the Department shall hold an auction amongst such tie bidders only and shall declare such of them who has offered the highest price in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a higher price than that already offered in its Financial Bid. In the event the highest bidder withdraws or is not declared as the Selected Bidder, the Department may invite fresh bids for the Project.

2.6.4 After selection of the Selected Bidder, a letter of intimation of award of contract (for short “LOI”) to such Selected Bidder shall be issued, in duplicate, by the Department within 30 (thirty days) of opening of the Financial Bids. The Selected Bidder shall, within 15 (fifteen) days of the date of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof along with the 1st installment payment of 10% of the Financial Bid by way of Demand Draft drawn on any Scheduled Commercial Bank (payable in
Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder along with the 1\textsuperscript{st} installment payment is not received by the stipulated date, the Department may, appropriate the bid security of such bidder as damages on account of failure of the Selected Bidder to accept the LOI and may invite fresh bids for the Project.

2.7 Payment details

The Selected Bidder must pay the Sub-Lease Premium, which is 95\% of the Financial Bid, in 4 (four) installments as detailed below:

i) 1\textsuperscript{st} installment payment of 10\% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, within 15 days of the LOI, and signing and returning the duplicate copy of the LOI in acknowledgement thereof.

ii) 2\textsuperscript{nd} installment payment of 5\% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, at the time of execution of Development Agreement and Power of Attorney in favour of the Selected Bidder to be executed within 15 days from the date of confirmation of payment of 1\textsuperscript{st} installment payment of 10\% of the Financial Bid. In the event a consortium is the Selected Bidder, the consortium must incorporate itself as a company registered under the Companies Act, 1956 (or any subsequent enactment thereof) or limited liability partnership under the Limited Liability Partnership Act, 2008 immediately following the selection and prior to execution of the Power of Attorney and the Development Agreement. Along with the 2\textsuperscript{nd} installment payment, the Selected Bidder would also have to furnish a performance guarantee of the amount as specified in Appendix I: Data Sheet, as per the format specified in Appendix VIII hereof.
iii) 3rd installment payment of 5% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, along with submission of the DPS to CSTC (for review or approval) or 3 months from the date of execution of Development Agreement and Power of Attorney, whichever is earlier.

iv) 4th installment payment of 75% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, within 30 days of intimation of handing over of possession of the site by CSTC.

All demand drafts as aforesaid are to be drawn on any Scheduled Commercial Bank. Failure to make the payments as per above schedule will lead to cancellation of the LOI, forfeiture of the bid security/ performance guarantee as well as forfeiture of any earlier instalment payment(s) made by the Selected Bidder. Upon such failure, the Selected Bidder shall also not be eligible to participate in any tender or RfP issued by the Department or CSTC for a period of 2 (two) years from the date of such failure.

2.8 Contacts during bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Department makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Department or CSTC and/ or their employees/ representatives on matters related to the bids under consideration.

2.9 Pre-construction/ planning phase (Phase I)

2.9.1 The Selected Bidder shall replace the bid security by a performance guarantee for construction (in favour of CSTC in the form of a bank guarantee (as per format specified in Appendix VIII hereof) of the amount as specified in Appendix I: Data Sheet hereof,
which shall be furnished along with the 2nd installment payment of 5% of the Financial Bid, after which the bid security bank guarantee shall be returned by the Department to the Selected Bidder duly discharged. The bank guarantee should be issued by a Nationalized Bank in India and be as per the format provided in Appendix VIII hereof. Failure to provide such performance guarantee issued by a Nationalised Bank shall entitle the Department to invoke the bid security bank guarantee treating the Selected Bidder in default of its covenants contained hereunder. Such performance guarantee shall be kept valid initially for a period of 120 days after the stipulated Completion Date of the Project, as defined in the Development Agreement in Appendix IX hereof and thereafter extended from time to time for a period of 120 days beyond extended time for completion of such building allowed by CSTC CSTC shall be entitled to invoke such bank guarantee (in whole or part) for the purpose of realization of all amounts due to it on account of liquidated damages. In the event, partial invocation is required to be made by CSTC the Selected Bidder shall cause the issuing bank to issue additional guarantee for the amount so invoked within a period of 15 days so that at all material times the performance guarantee by way of bank guarantee is available with the Department for the entire sum so required to be furnished in terms of this RfP document and failure to do so will entail invocation of the whole of the guarantee.

2.9.2 Within 15 days of confirmation of payment of the 1st installment of 10% of the Financial Bid by the Selected Bidder, CSTC and the Selected Bidder shall enter into a formal Development Agreement to enable the Selected Bidder to carry out the development and construction in terms hereof. Simultaneously, CSTC shall also execute a Power of Attorney in favour of the Selected Bidder. The form of the Power of Attorney and the Development Agreement are as given in Appendices VII and IX hereof respectively. All costs on account of stamp duty and registration fees of such Power of Attorney and Development Agreement shall be paid by the Selected Bidder.
2.9.3 The building plan for the building(s) on the depot or in an identified land parcel within such depot, as the case may be, will have to be submitted for sanction to the municipal/authorities by the Selected Bidder in the name of CSTC on the strength of the Power of Attorney to be granted in favour of the Selected Bidder (as per Appendix VII hereof). The detailed architectural designs and drawings, specifications of construction and other aspects relating to safety and structural stability of the proposed construction along with a sanctionable building plan shall have to be submitted by the Selected Bidder as part of the DPS submitted to CSTC Department for review and approval within 3 months of execution of Power of Attorney and Development Agreement, and shall have to be approved by CSTC Department prior to application for sanction. CSTC Department may engage independent engineers/third parties for the approval of the DPS submitted by the Selected Bidder. The building plan for both CSTC’s allocation and the Commercial Development Area should be in accordance to the Technical Proposal submitted by the Selected Bidder as part of its bid or with such modification and/or variations, as may be approved by CSTC.

2.9.4 During preparation of the DPS, the Selected Bidder may incorporate improvements suggested/approved by CSTC. Such improvements need to be particularly highlighted in the DPS submitted to CSTC for review and approval. Such improvements would only be approved by CSTC if they conform to the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof. The building plans and other drawings submitted to CSTC would be reviewed according to extant building rules and such rules will prevail over anything contained in this document. All costs and fees payable for such sanction shall be paid and borne by the Selected Bidder, who shall also be entitled to all refunds of the same (if any) from the appropriate authorities.

2.9.5 The Selected Bidder shall maintain a high standard in the appearance and aesthetic quality of the Project as demonstrated schematically in the Technical Proposal of the bid.
submitted to CSTC Department. The Selected Bidder shall engage qualified architects for ensuring the above.

2.9.6 Once sanctioned, an original set of building plans (party’s copy) shall be made over to CSTC which shall remain the property of CSTC. The Selected Bidder shall be entitled to make use of the certified copy of the said plans issued by the sanctioning authorities, which shall remain with the Selected Bidder and made use by it for this Project. A set of approved drawings and upon sanction, a set of sanctioned drawings, countersigned by CSTC as well as the Selected Bidder shall be made over to the Department for its record also.

2.10 Construction phase for CSTC’s allocation (Phase II)

2.10.1 Within the time period as specified in Appendix I: Data Sheet hereof, provided that all amounts to be paid by the Selected Bidder till such time and the performance guarantee are received within the specified timeframe, CSTC will hand over to the Selected Bidder possession of the depot or in an identified land parcel within such depot, as the case may be to the Selected Bidder, to enable the Selected Bidder to carry out construction activities in terms of this RfP.

2.10.2 During construction, the title of depot or the identified land parcel within such depot, as the case may be, on which construction is to be made will continue to be in the name of CSTC. Application for obtaining statutory and other clearances from the Government departments and authorities such as the appropriate municipal/authorities will have to be made on behalf of CSTC The Selected Bidder will have to make such application on behalf of CSTC on the strength of Power of Attorney issued for such purpose. The Selected Bidder agrees to indemnify and keep CSTC the Department and the GoWB saved harmless and indemnified for all losses, claims and demands which CSTC the Department or the GoWB or any of its officers may suffer or be put to by reason of any act done by the
Selected Bidder on the strength of such Power of Attorney or otherwise as Constituted Attorney of CSTC

2.10.3 Construction of CSTC’s allocation shall be completed in all respects and made over to CSTC within the time specified in Appendix I: Data Sheet hereof. Failure to complete such construction or achieve set targets and/or milestones as fixed by CSTC shall render the Selected Bidder liable to pay damages to CSTC in completion of construction and handover of possession of CSTC’s allocation to CSTC complete in all respect. The rate at which such damages shall be payable is specified in Appendix I: Data Sheet hereof.

2.11 Construction phase for the Commercial Development Area (Phase III)

2.11.1 The Selected Bidder may put to use the Commercial Development Area (not being CSTC’s allocation) to any legally permissible use, provided however that construction of the Commercial Development Area must be completed in all respects and notice of completion obtained in the event the Project is sanctioned by the Kolkata Municipal Corporation from a certified Licensed Building Surveyor (LBS)/ Licensed Building Architect (LBA) or in absence thereof, the Project Management Consultant, as defined later within 60 months from the date of handing over of possession.

2.11.2 The Selected Bidder will also obtain the full Occupancy Certificate in respect of the Project from Kolkata Municipal Corporation only after which CSTC will grant to the Selected Bidder the Deed of Lease/ Sub-Lease of the Commercial Development Area as per the proforma Deed of/ Sub-Lease provided in Appendix VI hereof.

2.11.3 After completion of construction of the Commercial Development Area and till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area and taking over such responsibility by such association, society or company, the Selected Bidder/ Sub-Lessee shall also be
responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

2.12 **Commencement of / sub-lease**

2.12.1 The date of commencement of / sub-lease will be the date of Occupancy Certificate being obtained from the municipal authorities, in respect of such completed structures. The Selected Bidder may enter into agreements for /further sub-lease/transfer of such spaces to be constructed and forming part of the Selected Bidder's allocation in the proposed building on terms and conditions not inconsistent with or contrary to the terms of the proposed Deed of Sub-Lease and only after CSTC's allocation has been handed over to CSTC complete in all respects. All such third party interests which the Selected Bidder may create shall be at the risk and responsibility of the Selected Bidder. CSTC shall not be required to be a party to any such agreement or arrangement that the Selected Bidder may have with any third party and any document that the Selected Bidder may enter into with third parties shall contain a clause that CSTC shall not be responsible in any manner to the third party and the third party waives and agrees not to claim any relief against CSTC /Government for any breach of the Selected Bidder vis-a-vis such third party.

2.12.2 Upon /sub-lease being granted, the Selected Bidder shall apply to the municipal authorities for separation and separate assessment of the /sub-leased area for tax, mutation and municipal purposes. CSTC shall have no objection if the /sub-leased area is mutated in the land and municipal records in the name of the Selected Bidder as its / sub-lessee.

2.13 **Deed of Sub-Lease**

Within 15 days of receipt of Occupancy Certificate of the Project so constructed and developed on the depot or the identified land parcel, CSTC shall send to the Selected Bidder, the Deed of Sub-Lease of the structures for being stamped and made ready for
execution and registration by the Selected Bidder. The Selected Bidder will, within 15 days of receiving such document, get the same stamped and made ready for execution by CSTC and registration of the same. All costs, charges and expenses for getting such / Deed of Sub-Lease prepared, signed and registered shall be to the account of the Selected Bidder. Failure to have the Deed of Sub-Lease made ready for execution and registration within the time aforesaid will be considered to be a breach of the terms of the sub-lease and of this RfP document entitling the CSTC/Department to all rights hereunder including of invocation of guarantees lying with the CSTC Department.
3. FRAUD AND CORRUPT PRACTICES

3.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Development Agreement, the LOI or the / Deed of Sub-Lease, the Department may reject a bid, direct cessation of construction, withdraw the LOI, or terminate the Deed of Sub-Lease, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or Sub-Lessee, as the case may be, if it determines that the Selected Bidder or Sub-Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Department shall be entitled to forfeit and appropriate the bid security and / or bank guarantee for performance guarantee as damages without prejudice to any other right or remedy that may be available to the Department under the bidding documents and/or the Deed of / Sub-Lease, or otherwise and the Department/ CSTC shall not be liable to make payment of any compensation or reimburse the expenses incurred by the Selected Bidder prior to such rejection, including refund of the Lease / Sub-Lease Premium and/or /sub-lease rent.

3.2 Without prejudice to the rights of the Department under clause 3.1 hereinabove and the rights and remedies which the Department may have under the LOI, the Development Agreement or the Deed of / Sub-Lease, or otherwise if a bidder or Sub-Lessee, as the case may be, is found by the CSTC Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the commencement of construction or after the issue of the LOI or the execution of the
Development Agreement or the Deed of Sub-Lease, such bidder or Sub-Lessee shall not be eligible to participate in any tender or RfP issued by CSTC or the Department during a period of 2 (two) years from the date such bidder or sub-lessee, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.3 For the purposes of this clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department or CSTC who is or has been associated in any manner, directly or indirectly with the bidding process or the LOI or has dealt with matters concerning the Development Agreement or the Deed of Sub-Lease or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the bidding process);

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Department or CSTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
4. **SITE VISIT AND PRE-BID CONFERENCE**

4.1 The site visit and the pre-bid conference shall be held on a date/dates to be informed as aforesaid. A maximum of 3 (three) representatives of each bidder shall be allowed to attend the site visit and the pre-bid conference. The representatives of each bidder should carry the receipt of payment of bid document cost in order to attend the site visit and the pre-bid conference.

4.2 During the site visit the identified land parcel in the depot suitably demarcated, will be shown to the bidders. At the time of the site visit, such parcel may contain various plant and machinery, equipment, buildings, structures and boundary walls belonging to CSTC. CSTC reserves its right to remove at or any time prior to handover of possession of any part of such parcel to the Selected Bidder, all such items of plant and machinery, equipment, buildings and structures lying at or installed in the said land parcel, without being bound to do so. For any such items not so removed by CSTC, the Selected Bidder shall be free to deal with the same as it so wishes at its risk and costs.
5. MISCELLANEOUS

5.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata, West Bengal alone shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

5.2 The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;

b) consult with any bidder in order to receive clarification or further information;

c) retain any information and/ or evidence submitted to the Department by, on behalf of, and/ or in relation to any bidder; or

d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

5.3 It shall be deemed that by submitting the bid, the bidder agrees and releases the Department and CSTC its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 No right to accrue

No right shall accrue in favour of the Selected Bidder till the 1st and 2nd installment payment totaling to 15% of the Financial Bid is received from such bidder and the bidder is otherwise not in breach of any of the terms and conditions herein contained.
6. OTHER TERMS & CONDITIONS

A bidder shall abide by the following conditions. Failure to do so will lead to disqualification of a bidder and forfeiture of the bid security:

6.1 A bidder shall submit only one bid either singly or as part of a consortium.

6.2 All forms must be signed by an authorised signatory of the bidder and stamped with the rubber stamp/common seal of the bidder/lead member of the consortium.

6.3 A photocopy of this RfP together with any subsequent addendum/corrigendum/clarifications issued by the Department/CSTC in this regard, duly initialed in token of its acceptance, on all pages with rubber stamp/common seal of the bidder/lead member of the consortium must be returned with the Qualification Bid.

6.4 Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of the present RfP document, the bidding process, the adequacy or sufficiency of price, or the sub-lease to be granted in favour of the Selected Bidder which cannot be settled by mutual negotiation within 60 (sixty) days, shall be referred to the sole arbitration of an Arbitrator to be appointed by the Principal Secretary of the Transport Department of the GoWB. Such arbitration shall be held according to the provisions of the Arbitration and Conciliation Act, 1996 and any modification or reenactment thereto. The venue of the arbitration proceedings shall be at Kolkata and language of the arbitration shall be English. The arbitration award shall be final and binding upon the parties and the parties agree to be bound thereby and to act accordingly. When any dispute has been referred to arbitration, except for the matters in dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations.

6.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.
6.6 The Department reserves its right to waive non-substantial deviations without being bound to do so.

6.7 The bidding documents including this RfP and all attached documents are and shall remain the property of the Department and are transmitted to the bidders solely for the purpose of preparation and the submission of a bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this clause shall also apply *mutatis mutandis* to bids and all other documents submitted by the bidders. The Department will not return any bid or any information provided along therewith.

6.8 A bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. All bidders so found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall forfeit and appropriate the bid security as loss as determined by the Department and damages likely to be suffered and incurred by the Department and not by way of penalty for, *inter alia*, the time, cost and effort of the Department, including consideration of such bidder's proposal (the "damages"), without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise. Without limiting the generality of the above, a bidder shall be considered to have a Conflict of Interest that affects the bidding process, if:

(a) the bidder, its member or associate (or any constituent thereof) and any other bidder, its member or associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a bidder, its member or an associate thereof (or any shareholder thereof having a shareholding of more than 5% [five per cent] of the paid up and subscribed share capital of such bidder, member or associate, as the case may be), in the other
bidder(s), its member or associate is less than 5% (five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956 or by the Central/ a State Government or their instrumentalities. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such bidder is also a constituent of another bidder; or

(c) such bidder, its member or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its member or associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or associate; or

(d) such bidder has the same legal representative as any other bidder; or

(e) such bidder or any associate thereof has a relationship with another bidder or
any associate thereof, directly or through common third parties, that puts them in
a position to have access to each others’ information about, or to influence the bid
of either or each of the other bidder; or

(f) such bidder has participated as a consultant to the Department in the preparation
of any documents, design or technical specifications of the Project.

Explanation:
In case a bidder is a consortium, then the term bidder as used in this clause, shall include
each member of such consortium.

For purposes of this RfP, “associate” means, in relation to the bidder/consortium
member, a person who controls, is controlled by, or is under the common control with
such bidder/consortium member. As used in this definition, the expression “control”
means, with respect to a person which is a company or corporation, the ownership,
directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such
person, and with respect to a person which is not a company or corporation, the power
to direct the management and policies of such person by operation of law.
APPENDICES
## APPENDIX I: DATA SHEET

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Name of Project:</strong> Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation</td>
</tr>
<tr>
<td></td>
<td><strong>Name of STU/ Lessor:</strong> Calcutta State Transport Corporation</td>
</tr>
<tr>
<td></td>
<td><strong>Ownership of the STU/ Lessor:</strong> CSTC is a Road Transport Corporation under the Road Transport Corporations Act, 1950, under the Transport Department, Government of West Bengal. The land comprising the identified land parcel of the Thakurpukur Depot was acquired by GoWB by invoking the provisions of West Bengal Land (Requisition &amp; Acquisition) Act, 1948 after which possession of the same was duly obtained by CSTC.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Project Details:</strong></td>
</tr>
<tr>
<td></td>
<td>Name of Depot/Terminus: THAKURPUKUR</td>
</tr>
<tr>
<td></td>
<td>Area of the total depot: 253 cottahs, more or less</td>
</tr>
<tr>
<td></td>
<td>Area of identified land parcel within the depot: 159 cottahs, more or less,</td>
</tr>
<tr>
<td></td>
<td>CSTC’s allocation: As described in Appendix III hereof</td>
</tr>
<tr>
<td>3</td>
<td><strong>Bid document cost:</strong> Rs. 1,00,000/- [Rupees One Lakh only] to be paid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified below</td>
</tr>
<tr>
<td>4</td>
<td><strong>Amount of Bid Security:</strong> Rs. 1,33,00,000/- (Rupees One Crore Thirty Three Lakhs only)</td>
</tr>
<tr>
<td>5</td>
<td><strong>Amount of Performance Guarantee to be furnished by Selected Bidder:</strong> Rs. 1,87,00,000/- (Rupees One Crore Eighty Seven Lakhs only)</td>
</tr>
<tr>
<td>6</td>
<td><strong>Name of Payee:</strong> CSTC-Depot Land Commercial Utilisation A/c</td>
</tr>
<tr>
<td>7</td>
<td><strong>Designated Officer:</strong></td>
</tr>
<tr>
<td></td>
<td>Special Secretary, Transport Department, Government of West Bengal</td>
</tr>
</tbody>
</table>
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation)

Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001.
Tel: 91-33-2262 7274; Fax: 91-33-2262 7057/5412;
Email: js.transport.gowb@gmail.com

8 Eligibility Criteria

Technical Capacity: Minimum floor area of at least 25,568 sq. m. in the last seven full calendar years (i.e. between 1st January 2009 and 31st December 2015)

Financial Capacity: Net Worth of at least Rs. 17,18,00,000/- (Rupees Seventeen Crores Eighteen Lakhs only) as on the last date of the financial year 2014-15

9 Tentative schedule of bidding process

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of RfP</td>
<td>18th July 2016</td>
</tr>
<tr>
<td>Last date for receiving bid document cost</td>
<td>12th September 2016 till 4 pm</td>
</tr>
<tr>
<td>Bid due date and time</td>
<td>19th September 2016 till 4 pm</td>
</tr>
</tbody>
</table>

10 Tentative payment & construction schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Timeline</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of confirmation of payment 1st installment payment of 10% of the Financial Bid by the Selected Bidder (to be called the Zero Date)</td>
<td>Within 15 days from issue of LOI</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td>Execution of Power of Attorney and Development Agreement by CSTC (upon Selected Bidder making 2nd installment payment of 5% of the Financial Bid as well as furnishing the performance guarantee)</td>
<td>15 days from Zero Date</td>
<td>CSTC</td>
</tr>
<tr>
<td>Phase</td>
<td>Event Description</td>
<td>Timeframe</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>I</td>
<td>Submission of DPS along with 3rd installment payment of 5% of the Financial Bid</td>
<td>Within 3 months of execution of Power of Attorney and Development Agreement</td>
</tr>
<tr>
<td></td>
<td>Approval of DPS</td>
<td>Within 30 days of submission</td>
</tr>
<tr>
<td>II</td>
<td>Notice of intimation for handover of possession of site</td>
<td>Within 9 months of date of LOI</td>
</tr>
<tr>
<td></td>
<td>Payment of 4th installment of 75% of the Financial Bid by Selected Bidder</td>
<td>Within 30 days of notice of intimation of handover of possession of site</td>
</tr>
<tr>
<td></td>
<td>Handover of possession of site to Selected Bidder.</td>
<td>Within 30 days of confirmation of payment of 4th installment</td>
</tr>
<tr>
<td></td>
<td>Completion of construction of CSTC’s allocation</td>
<td>Within 24 months of handover of possession of site</td>
</tr>
<tr>
<td></td>
<td>Acceptance of construction of CSTC’s allocation by CSTC and grant of permission by CSTC to Selected Bidder and submission of the partial completion certificate of the STUs</td>
<td>Within 60 days of Selected Bidder’s communication on completion of construction of CSTC’s allocation</td>
</tr>
<tr>
<td>III</td>
<td>Completion of construction of the Commercial Development Area and obtaining notice of completion from a certified LBS/LBA</td>
<td>Within 60 months of handover of possession of site</td>
</tr>
<tr>
<td></td>
<td>Obtaining full Occupancy Certificate in respect of the Project from Kolkata Municipal Corporation</td>
<td>As required</td>
</tr>
<tr>
<td></td>
<td>Execution of Deed of Sub-Lease</td>
<td>Within 30 days of receipt of the full Occupancy Certificate</td>
</tr>
</tbody>
</table>

11 **Diagram and layout of the identified land parcel within the depot:** Please see Appendix II and III.

12 **Damages payable to CSTC for delays in completion of construction and handing over**
<table>
<thead>
<tr>
<th></th>
<th>of possession of CSTCs allocation to CSTC: As specified in clause 12.1 of the Development Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Specifications of CSTC's allocation: See Appendix III</td>
</tr>
<tr>
<td>14</td>
<td>Approximate timeframe required by CSTC for handover of the identified land parcel within the depot: 11 months from date of LOI</td>
</tr>
</tbody>
</table>
APPENDIX II: PROJECT BRIEF

CSTC intends to utilize potential of land of the THAKURPUKUR Depot. An area of more or less 159 cottahs has been demarcated in the said depot, with frontage on Diamond Harbour Road. Presently the area contains the buses of the depot. The Selected Bidder shall be allowed to construct, in the area demarcated in such Depot, without causing undue disruption and disturbance to depot activities of CSTC in other portions. The diagram of the depot is attached overleaf.

Construction of basement is allowed as per extant building rules.

Any construction must be in accordance with the National Building Code of India and also other applicable laws, rules and regulations. The Selected Bidder will have to create the minimum off-street car parking spaces as specified by extant building rules and municipal bye-laws and observe all building rules and regulations.
### APPENDIX III: CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS OF CSTC’s ALLOCATION

#### CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS OF CSTC’s ALLOCATION for THAKURPUKUR DEPOT

The Construction Requirements include:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Specification</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Segregated entry &amp; driveway for buses from external road to depot</td>
<td>Minimum width of 8.5 m</td>
<td>1 No.</td>
</tr>
<tr>
<td>2</td>
<td>Segregated exit &amp; driveway for buses from depot to external road</td>
<td>Minimum width of 6.5 m, Maximum slope: 1 in 12</td>
<td>1 No.</td>
</tr>
<tr>
<td>3</td>
<td>Paved (concreted) area for bus parking and circulation</td>
<td>Minimum area of 8000 m²</td>
<td>100 Nos.</td>
</tr>
<tr>
<td>4</td>
<td>Area of parking of a bus</td>
<td>Minimum dimensions of each parking slot: 14 m x 4.5 m</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bus servicing area including workshop and repair areas</td>
<td>Minimum area of 2500 m² with height of 6 m</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Toilet blocks</td>
<td>Minimum area of 40 m² with height of 3.3 m</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Minimum gap between pillars on the ground floor</td>
<td>6 m</td>
<td></td>
</tr>
</tbody>
</table>

Note: Installation proposed for CSTC should be made available preferably on Ground Floor. Partial shifting may be allowed on the 1st Floor if the same is feasible technically and physically with exclusive entry and exit for CSTC. Possible shifting to 1st Floor are mentioned below:

1. **Workshop**
   a. Store – 3000 sq. ft. (included in the total area for workshop mentioned in the table above)
   b. Workshop Office – 600 sq. ft. (included in the total area for workshop mentioned in the table above)

2. **Toilet Block** – as specified in the table above

**Other considerations in respect of the Construction Requirements**

- The depot should be so designed so as to accommodate various types of buses like long chassis buses, multi-axle buses and air conditioned buses. The roads should have a turning radius of not less than 12 m and a slope of not less than 1 in 12.
- Rigid pavement for all bus movement areas
- Installation of utilities such water supply & sewerage, drainage, electricity & lighting, telecommunication etc. shall form an essential part of the Construction Requirements. The utilities for the CSTC’s Allocation and the Commercial Development Area shall be separate.
- The detailed design undertaken by the Selected Bidder/ Lessee/ Sub-Lessee shall be in compliance with all statutory requirements, including but not limited to the conditions, regulations, measures and requirements listed by Ministry of Environment and Forests, Govt. of India, the West Bengal Pollution Control Board and Department of Fire and Emergency Services, Govt. of West Bengal.
• 6 Nos. service dock with ramp should be constructed over ground with suitable gradient to reach the vehicle on service deck for servicing and other mechanical jobs.
• The emergency exit behind existing Tyre Shop should be within allocation of CSTC.
• The entire proposed construction should be carried out phase-wise as shown in the drawing attached.
• The Administrative Building, Fuel Bay and the Washing Bay should remain as it is and free access to these components on the part of CSTC should be allowed during construction and post-construction.
• The existing Traffic Guard Building (2 storied) should remain as it is with front passage of 5.0 m width during construction and post-construction.
• Conditions, regulations, measures and requirements of whatever kind imposed by any applicable laws.

Key Development Criteria

The detailed design to be undertaken by the Selected Bidder/ Lessee/ Sub-Lessee shall also fulfill the key development criteria as specified below:

• The design should allow for 24 hours round the clock operations throughout 365 days of the year in all weather conditions.
• Conflict free movement of buses and staff between the external roads/ entrance/ parking areas within the CSTC’s Allocation.
• Acoustics: The minimum requirements for the acoustical design are the recommendations in the National Building Code and the (adjoining) Indian Standards.

General Utility Requirements

The utility requirements should be planned and constructed separately for CSTC’s Allocation and the Commercial Development Area. The Selected Bidder/ Lessee/ Sub-Lessee shall bear all costs for the shifting of utilities, as estimated by the respective utility agency. CSTC shall provide all necessary administrative support in this regard. The Selected Bidder/ Lessee/ Sub-Lessee shall also obtain all the necessary clearances from all the concerned authorities - CSTC shall provide support letters in this regard.

• Mechanical Ventilation

The entire of the CSTC’s Allocation should be considered for Mechanical Ventilation.
• Sewerage System
  • All sewer pipes shall be CI pipes with IS marking; sewage shall be collected from toilets/disposal points and conveyed to the KMC sewer connection.
  • All manholes shall be of RCC with inside coal tar epoxy painting in 2 coats.

• Water Supply
  • Water requirements for the CSTC's Allocation shall be 100 cubic meter per day (calculated as per National Building Code provisions) for various uses such as washing, drinking, toilets, bus depot area washing etc.
  • Underground sump of 2 days storage shall be constructed
  • Hydro pneumatic system for supply of water to all the outlet points

• Road Drainage
  • RCC covered drains shall be adopted for the entire road length of the Project (both CSTC’s Allocation and the Commercial Development Area) and no alternative proposal shall be acceptable
  • RCC drain and cover shall be designed for anticipated traffic load and additional load of cover slab to be placed in the future.
  • Galvanized grating shall be provided at every 4.5 m for cleaning purposes.

Senior Engineer (Civil) in-charge
C.S.T.C.

Chief Mechanical Engineer
C.S.T.C.
# APPENDIX III A: CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td><strong>Internal traffic circulation plan &amp; entry and exits – for both CSTC’s allocation and the Commercial Development Area</strong></td>
<td>30</td>
</tr>
<tr>
<td>i)</td>
<td>Segregated entry/ exit and internal driveways for free movement of buses/ trams and other vehicles</td>
<td>5</td>
</tr>
<tr>
<td>ii)</td>
<td>Conflict free movement and parking of buses / trams within CSTC’s allocation</td>
<td>5</td>
</tr>
<tr>
<td>iii)</td>
<td>Conflict free movement and parking of private vehicles within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>iv)</td>
<td>Conflict free movement and parking of intermediate public transport such as taxis within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>v)</td>
<td>Traffic management at entry/ exit points of both CSTC’s allocation and the Commercial Development Area – plans for entry/ exit of buses/ trams and other vehicles without any conflict with external traffic on the roads.</td>
<td>5</td>
</tr>
<tr>
<td>vi)</td>
<td>Preliminary traffic management plan for enabling easy entry/ exit of buses/ trams and other vehicles and movement of traffic in the approach and exit roads</td>
<td>5</td>
</tr>
<tr>
<td>II</td>
<td><strong>Internal traffic pedestrian plan &amp; entry and exits – for both CSTC’s allocation and the Commercial Development Area</strong></td>
<td>20</td>
</tr>
<tr>
<td>i)</td>
<td>Conflict free movement of passengers from external roads to the passenger waiting areas – for CSTC’s allocation</td>
<td>5</td>
</tr>
<tr>
<td>ii)</td>
<td>Conflict free movement of pedestrians from the external roads to the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>iii)</td>
<td>Conflict free circulation of pedestrians within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>iv)</td>
<td>Movement of pedestrians between the surrounding roads external without any disruption caused by the Project and conflict with internal/external traffic of the Project</td>
<td>5</td>
</tr>
<tr>
<td>III</td>
<td><strong>Overall concept design and plan</strong></td>
<td>25</td>
</tr>
<tr>
<td>i)</td>
<td>Overall physical segregation and independence of CSTC’s allocation and the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>ii)</td>
<td>Access and maximum walking distance for passengers from the main access road to the passenger waiting areas (below 25m – 5 marks, 25m to 50m – 3 marks, above 50m – 0 marks)</td>
<td>5</td>
</tr>
<tr>
<td>iii)</td>
<td>Demarcation and sufficiency of areas for providing utility services</td>
<td>5</td>
</tr>
<tr>
<td>iv)</td>
<td>Concept plan and area statement for optimal utilization of unused FAR available at the depot</td>
<td>5</td>
</tr>
<tr>
<td>v)</td>
<td>Provision of external designs, landscaping and beautification that would make the Project a landmark for the area</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td><strong>Presentation of Technical Proposal to Technical Proposal Evaluation Committee</strong></td>
<td>25</td>
</tr>
</tbody>
</table>
To
Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within THAKURPUKUR Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700001.

Sub: Qualification Bid for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 14 dated 18th July 2016, we, having examined the RfP Document and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional and unqualified.

2. We acknowledge that the Department will be relying on the information provided in the bid and the documents accompanying the bid for selection of the Developer / Sub-Lessee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.

3. This statement is made for the express purpose for our selection as Developer/ Sub-Lessee for the above mentioned project.

4. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the bid.

5. We acknowledge the right of the Department to reject our bid without assigning any
reason or otherwise and hereby waive, to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.

6. We declare that:
   (a) We have examined and have no reservations to the bidding documents, and accept the same including any addendum issued by the Department.
   (b) We do not have any conflict of interest in accordance with clause 6.8 of the RfP document;
   (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 3.3 of the RfP, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State; and
   (d) We hereby certify to ensure that in conformity with the provisions of clause 3 of the RfP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to bid for the Project, without incurring any liability to the bidders, in accordance with clause 1.16 of the RfP document.

8. We declare that we/ any member of our consortium (delete as applicable) are/ is not a member of a/ any other consortium submitting a bid for the Project.

9. We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RfP, we shall intimate the Department of the same immediately.
10. We acknowledge that our {company / firm / consortium}, being a {company/ partnership firm / consortium of companies / firm} is qualified on the basis of Technical Capacity and Financial Capacity required as per the RfP. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of change in ownership.

11. We acknowledge and agree that in the event of a change in control of an associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RfP, we shall inform the Department forthwith along with all relevant particulars and the Department may, in its sole discretion, disqualify our consortium or withdraw the LOI, as the case may be.

12. The statement of legal capacity as per format provided in Annexure J of Appendix IV of the RfP, and duly signed, is enclosed. The Power of Attorney for signing of application for single bidders / the Power of Attorney for lead member of consortium, as per format provided in Annexure C /D of Appendix IV respectively of the RfP, is also enclosed. The RfP document together with any subsequent addendum/ corrigendum/ clarifications issued by the Department/ CSTC in this regard, duly initialed on all pages in token of its acceptance is also enclosed.

13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department in connection with the selection of the bidder, or in connection with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of our being declared as the Selected Bidder, we agree to enter into the Deed of Lease/ Sub-Lease and the Development Agreement with CSTC in accordance with the proforma / Deed of Sub-Lease and the Development Agreement enclosed hereto. We agree not to seek any changes in the aforesaid proforma.
15. We have studied all the bidding documents carefully and also surveyed the site. We agree that we shall have no claim arising out of any documents or information provided to us by the Department or in respect of any matter arising out of or relating to the bidding process including the award of/ sub-lease.

16. We offer a bid security of Rs. 1,33,00,000/- (Rupees One Crore Thirty Three Lakhs only) in accordance with the RfP. The bid security is in the form of a Bank Guarantee and is enclosed.

17. We agree and understand that the bid is subject to the provisions of the bidding documents. In no case, we shall have any claim or right of whatsoever nature if the Project / sub-lease is not awarded to us or our bid is rejected or not opened.

18. The Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the RfP, Development Agreement, proforma Deed of Sub-Lease, our own estimates of costs, investigation of title and after a careful assessment of the site and all the conditions that may affect the cost and implementation of the Project.

19. We shall keep this offer valid for 1 (one) year from the bid due date specified in the RfP.

20. We agree and undertake to abide by all the terms and conditions of the RfP, especially with respect to timely completion of construction of the project as specified in Appendix I: Data Sheet. We understand that any delay on our part in completing the construction will make us liable to pay damages in accordance with clause 12.1 of the Development Agreement.

21. We certify that we fulfill the eligibility criteria in accordance with clauses 1.4.2, 1.4.3, 1.4.4 and 1.4.5 of the RfP.

22. We certify that in terms of the RfP, our Net Worth is Rs. [●]/- (Rupees [●] only) as on [●].

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)
APPENDIX IV: QUALIFICATION BID

ANNEXURE B: GENERAL INFORMATION OF BIDDER

(On the letterhead of the bidder/ lead member of the consortium)

Dated: [●]

1. 
   a) Name:
   b) Address of the corporate headquarters:
   c) Date of incorporation and / or commencement of business:

2. Brief description of the company / partnership including details of its main lines of business:

3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) email address:
   (f) Fax Number:

4. Particulars of the authorised signatory of the bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) email address:
(f) Fax Number:

5. In case of a consortium:

(a) The information (for 1 and 2 above) should be provided for all the members of the consortium.

(b) A copy of the Joint Bidding Agreement, as envisaged in clause 1.4.3 (b) should be attached to the Qualification Bid.

(c) Information regarding the role of each member should be provided as per table below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of member</th>
<th>Whether lead member (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Net worth details

In case of a single bidder:

<table>
<thead>
<tr>
<th>As on last date of financial year</th>
<th>Net worth (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2013-2013</td>
<td></td>
</tr>
</tbody>
</table>

In case of a consortium:

<table>
<thead>
<tr>
<th>As on last date of financial year</th>
<th>Net worth (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lead member</td>
</tr>
<tr>
<td></td>
<td>&lt;Member name&gt;</td>
</tr>
<tr>
<td>2014-2015</td>
<td>&lt;share of Net Worth in %&gt;</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
</tbody>
</table>

* Please indicate % share of each member of the consortium in the combined Net Worth of the Consortium as on last date of financial year 2014-2015
Know all men by these presents, We, _____________________________ (name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. ________________________ son/ daughter/ wife of Mr. ________________, and presently residing at ____________________________, who is presently employed with us and holding the position of ____________________________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ‘Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation >(the “Project”) proposed by the Transport Department, Government of West Bengal (the “Department”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information /responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Deed of /Sub-Lease and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Deed of /Sub-Lease with the CSTC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have
been done by us.

IN WITNESS WHEREOF WE, ____________________________ , THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF ____________ , 20**.

For________________________________
(Signature, name, designation and address)

Witnesses:

1.

2.
[Notarised]

Accepted

______________________
(Signature)

(Name, Title and Address of the Attorney)
Notes:

- The mode of execution of the Power of Attorney should be in accordance with the applicable laws.

- Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders or any other resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

- Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.
APPENDIX IV: QUALIFICATION BID

ANNEXURE D: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on stamp paper of appropriate value)

WHEREAS Transport Department, Government of West Bengal (the “Department”) has invited bids from interested parties for ‘<Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation>’ (the “Project”).

AND WHEREAS, ______, ________, and ______ (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal vide RfP No. 14 dated 18th July 2016 and other connected documents in respect of the Project, and

AND WHEREAS, it is necessary for the members of the Consortium to designate one of the members as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ______ having our registered office/ office at ________________________, and M/s. ____________, having our registered office/ office at ________________________, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ____________, having its registered office/ office at ________________, (acting
through Mr. [●], its [●], Mr. [●], its [●], jointly or severally), being one of the members of the Consortium, as our Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is declared as the Selected Bidder, in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the consortium and generally to represent the Consortium in all its dealings with the Department, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Deed of Sub-Lease is entered into with the CSTC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _______ DAY OF 20**.

For _______
(Signature)
Witnesses:

1. [Notarised]

2. ______________________

(Executants)

(To be executed by all the members of the consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the applicable laws.

- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution or any other resolution/Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

- Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.
APPENDIX IV: QUALIFICATION BID

ANNEXURE E: BANK GUARANTEE FOR BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. Dated: [●]

1. In consideration of you, Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 12, R. N. Mukherjee Road, Kolkata – 700001 (hereinafter referred to as the "Department", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of ________ {a Company registered under the provisions of the Companies Act, 1956 / [●]1} and having its {registered office/ office} at ________ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for ‘<Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation>’ (hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 14 dated 18th July 2016 issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _______ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of clause 1.19.1 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RfP) by the said Bidder and unconditionally and irrevocably

1 Mention relevant legislation under which entity is registered, as applicable
undertake to pay forthwith to the Department an amount of Rs. [●]/- (Rupees [●] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or merely on the first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 1 (one) year from the bid due date or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Department shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure
of the Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of the Department that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Department.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Department shall be entitled to treat the Bank as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of letter of intimation of award of contract by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Department, and the Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered postto the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for Department to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Department may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein

i. Our liability under this Bank Guarantee shall not exceed Rs. [●] (Rupees [●] only).

ii. This Bank Guarantee shall be valid up to [●]; and

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [●].

Signed and Delivered by ________ Bank

By the hand of Mr./Ms. ________, its ________ and authorised official.
(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX IV: QUALIFICATION BID

ANNEXURE F: JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the .......... day of .......... 20...

AMONGST

1. {..........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “First Part” or the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Second Part” or the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

3. {..........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Third Part” or the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)
The above mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) Transport Department, Government of West Bengal (hereinafter referred to as the “the Department” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“bids”) by its Request for Proposal vide RfP No. 14 dated 18th July 2016 (“RfP”) for selection of bidders for ‘<Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation>’ (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RfP and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RfP that the members of the Consortium shall enter into a Joint Bidding Agreement (the “Agreement”) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfP.

2. Consortium
2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, they shall form a company or a limited liability partnership within the time stipulated in the RfP document and shall be liable to make payment of the Sub-Lease Premium, carry out the development and also enter into Deed of Sub-Lease with the STU (as defined in the RfP) and for performing all its obligations as the Sub-Lessee in terms of the Deed of Sub-Lease for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the signing of the Deed of Sub-Lease.

5. Joint and Several Liability
The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RfP and the Deed of Sub-Lease, during subsistence of the Deed of Sub-Lease.

6. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;

(b) Share of each Party in the proposed Consortium shall be as follows: -

(i) [●] (lead member) - [●]%

(ii) [●] - [●]%

(iii) [●] - [●]%

(c) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(d) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(e) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. **Lead Member's Representations**

In addition to the above, the Lead Member undertakes not to lessen its shareholding in the Consortium from a minimum of 51%, till completion of construction of the Project.
8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Deed of Sub-Lease for the Project, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the bid security by the Department to the Bidder, as the case may be.

9. **Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Department.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.  

2.  

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the applicable laws.*
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
APPENDIX IV: QUALIFICATION BID

ANNEXURE G: TECHNICAL CAPACITY OF BIDDER

*(On the letterhead of the bidder/lead member of the consortium)*

Dated: [●]

Experience in completed development / construction of an alike project during the period

1st January 2009 and 31st December 2015

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and location of eligible alike project demonstrating Technical Capacity</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Date of commencement of construction</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of completion of construction</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Type of alike project</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total built-up area of the alike project (sq. m)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total super-built up area of the alike project (sq. m)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Location of project site</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Capital expenditure incurred on project in the period between 1st January 2009 and 31st January 2015 (in INR)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Other relevant details:</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. The bidder shall have to submit completion certificate of the Project and the extent to which the Project is completed shall be taken into account.
2. In case the bidder submits details of more than one alike project, for each such project, details shall be provided in a separate table as per the format given above along with the necessary certificates. However, bidder has to demonstrate Technical Capacity in one alike project.

3. The statement of Technical Capacity of the bidder should be authenticated either by the entity on whose behalf the construction was done or the statutory auditor of the bidder or by a practising chartered accountant firm.
APPENDIX IV: QUALIFICATION BID

ANNEXURE H: FINANCIAL CAPACITY OF BIDDER

(On the letterhead of the statutory auditor/ qualified external auditor)

Dated: [•]

Certificate of Financial Capacity

We certify that M/s ____________, which is a {company registered under the Companies Act, 1956}, has a Net Worth of Rs. ______________ as per its last audited books of accounts immediately prior to submission of the bid. We further certify that the said Net Worth have been calculated in accordance to the formula specified in clause 1.4.6 of the RfP vide RfP No. 14 dated 18th July 2016 for ‘<Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation>’ issued by Transport Department, Government of West Bengal on 18th July 2016.

Name of statutory auditor:

Authorised signature of {statutory auditor/ a qualified external auditor who audits the books of account of the bidder}:

Seal of {statutory auditor/ a qualified external auditor who audits the books of account of the bidder}:

Date:

Note:

To be issued by a statutory auditor in case of a company incorporated under the Companies Act, 1956 or a qualified external auditor who audits the books of account of the Bidder in case of other entities.
In case of a consortium, the above certificate has to be provided separately for each member of the consortium.
## APPENDIX IV: QUALIFICATION BID

## ANNEXURE I: QUALIFICATION BID CHECKLIST

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Checked by Bidder</th>
<th>Checked by Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Letter comprising the bid (Annexure A of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>General Information of Bidder (Annexure B of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Power of Attorney for signing of bid in the prescribed format (Annexure C of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Annexure D of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bid security in the prescribed format (Annexure E of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Joint Bidding Agreement (in case of Consortium) (Annexure F of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Technical Capacity of the Bidder (Annexure G of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Financial Capacity of the Bidder (Annexure H of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Statement of Legal Capacity (Annexure J of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Receipt of payment of bid document cost;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Photocopy of RfP document initialled along with rubber stamp/common seal as a token of acceptance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX IV: QUALIFICATION BID

ANNEXURE J: STATEMENT OF LEGAL CAPACITY

(On the letterhead of the bidder/ each member of the consortium)

Dated: [●]

Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700001.

Dear Sir,

We hereby confirm that we/ our members in the consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RfP document vide RfP No. 14 dated 18th July 2016.

We have agreed that ................., one of the members of the consortium, (insert member’s name) will act as the lead member of our consortium.*

We have agreed that ................. (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the bid in respect of RfP for ‘Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation’ issued by Transport Department of the Government of West Bengal on 18th July 2016.
Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……………………………..

*Please strike out whichever is not applicable.
APPENDIX V: FORMAT OF FINANCIAL BID

(On the letterhead of the bidder/lead member of the consortium)

Dated: [●]

Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata - 700001

Sub: Financial Bid for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 14 dated 18th July 2016, we, having examined the Bidding Documents and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional and unqualified.

We hereby state that our bid is in accordance with the bidding documents and proforma Deed of Sub-Lease and hereby bid the following sum as our Financial Bid:

<table>
<thead>
<tr>
<th>Amount in words</th>
<th>Amount in figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rupees _____________</td>
<td>INR _____________</td>
</tr>
</tbody>
</table>

We agree to pay, if selected, 95% of the above Financial Bid as Sub-Lease Premium, in terms of the RfP and to keep this offer valid for 1 (one) year from the bid due date specified in the RfP, or as extended by us from time to time.

2. We agree and undertake to abide by all the terms and conditions of the RfP document.

3. In case we are declared as the Selected Bidder, we agree to make the payment of the Sub-Lease Premium as per the terms and conditions and timelines given in clause 2.6.4 and 2.7 of the RfP document.

4. In case there is a difference between the figures and words, the amount written in words shall prevail.

Yours faithfully,
(Signature, name and designation of the authorised signatory)

(Name and seal of the bidder/ lead member)
APPENDIX VI: PROFORMA DEED OF SUB-LEASE

THIS DEED OF SUB-LEASE made this [•] day of [•], Two Thousand and Sixteen
BETWEEN CALCUTTA STATE TRANSPORT CORPORATION, a Road Transport Corporation
under the Road Transport Corporations Act, 1950 and having its registered office at [•],
hereinafter referred to as the “/ SUB-LESSOR” (which expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include its successor or successors-
in-interest and/or assigns) of the ONE PART AND [•], a company incorporated under the
Companies Act, 1956/limited liability partnership (LLP) incorporated under the Limited Liability
Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932
having its registered office/ offices at [•], hereinafter referred to as the “/ SUB-LESSEE” (which
expression shall unless it be repugnant to the context or meaning thereof mean and include its
successor or successors-in-office and/or permitted assigns) of the OTHER PART:

WHEREAS:

A. The /Sub-Lessor is seised and possessed of and/or otherwise well and sufficiently
entitled to as the Lessee of ALL THAT piece and parcel of land containing an area of [•]
sq. m., more or less, situate, lying at and being its Depot at Thakurpukur being premises
No. 109, Diamond Harbour Road, Kolkata – 700008, within P.S. [•] and Ward No. [•] of
the Kolkata Municipal Corporation, fully described in the SCHEDULE hereunder written
and hereinafter referred to as the “said premises”.

B. Bids were invited by the Government of West Bengal in its Transport Department on
behalf of CSTC inviting offers for grant of right of construction at identified area within
the said premises and sub-lease of certain structures so constructed vide Request for
C. The bid of the Sub-Lessee was accepted subject to the Sub-Lessee complying with terms and conditions contained in the document of Request for Proposal.

D. The Sub-Lessee has since paid to the Sub-Lessor the entire premium reserved for grant of lease/sub-lease.

E. The Sub-Lessee has also caused to be sanctioned plan for construction of building on the said premises as per designs and drawings concurred with by the Sub-Lessor being Building Sanction No. [●] of [●] and has completed construction of a building on the identified land parcel within the said premises in terms of the sanctioned plan, handed over to CSTC its allocation therein and obtained occupancy certificate being No. [●] dated [●] issued by [●] and has now become entitled to a sub-lease of such structures other than CSTC’s allocation together with proportionate undivided share or interest in the land underneath the building for a period of 99 (ninety nine) years from the date of commencement of sub-lease on the terms and conditions as hereinafter contained.

NOW THIS DEED OF SUB-LEASE WITNESSETH as follows:

I. In consideration of a premium of Rs. [●]/- (Rupees [●] only) paid by the Sub-Lessee to the Sub-Lessor at or before the execution of these presents (the receipt whereof the Sub-Lessor doth hereby admit and acknowledge) and in further consideration of the rent hereby reserved and of the terms, conditions and covenants hereinafter contained and on the part of the Sub-Lessee to be paid observed performed and fulfilled, the Sub-Lessor doth hereby grant a sub-lease unto the Sub-Lessee of All That the building constructed by the Sub-Lessee on the said premises except the structures made over to the Sub-Lessor as part of its allocation in terms of the aforesaid RfP
document, at premises No. 109, Diamond Harbour Road, Kolkata – 700008 within P.S. [•] and Ward No. [•] of the [•] Kolkata Municipal Corporation, fully described in the SCHEDULE hereunder written and delineated in the map or plan hereto annexed and thereon bordered red TOGETHER WITH proportionate share in the land on the said premises and hereinafter collectively referred to as the “demised area”, TO HAVE AND TO HOLD the same unto the Sub-Lessee for a period of 99 (ninety-nine) years commencing from the date of occupancy certificate in respect of the building viz. [•] (hereinafter referred to as the “date of commencement of sub-lease”) YIELDING AND PAYING THEREFOR unto the Sub-Lessor during the said term an annual sub-lease rent calculated at the rate of Rs. [•] /- (Rupees [•] only) per annum from the date of commencement of sub-lease (hereinafter referred to as the “rent”) without any deduction or abatement whatsoever on or before the 15th day of the first month of every year of the demise according to English Calendar for which the same is paid.

II. AND THE SUB-LESSEE DOETH HEREBY COVENANT WITH THE SUB-LESSOR as follows:

2.1 To regularly and punctually pay the rent herein reserved to the Sub-Lessor on the days and in the manner herein mentioned without any deduction or abatement whatsoever on and from the date of execution of the Deed of Sub-Lease.

2.2 To apply for and cause municipal apportionment of tax and others authorities to grant separate assessment of the demised area and separate mutation also in its name to which the Sub-Lessor has no objection.

2.3 To pay and discharge all existing and future municipal rates, taxes, revenues assessments, impositions and outgoings (including interest and penalties in case of delayed payment) whatsoever which now are or during the said term shall be imposed or charged upon
the demise of the demised area and which may be payable by the owner or occupier thereof in respect of the demised area.

2.4 To comply with and follow all applicable laws, rules and regulations for construction and use enjoyment and possession of the demised area erected / constructed at the said premises [including but not limited to the Land Use Development and Control Plan (LUDCP) / Development Control Regulations of the Kolkata Metropolitan Development Authority/ Kolkata Municipal Corporation for the Kolkata Metropolitan/ Municipal Area or part thereof and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof and to keep the Sub-Lessor saved harmless and indemnified for all losses claims and demands which the Sub-Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.

2.5 To obtain at its own cost all permissions and licences which may be necessary to hold use and/or enjoy the building comprised in the demised area and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Sub-Lessor saved harmless and indemnified in this regard.

2.6 To keep the demised area and every part thereof in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be a risk to the health of the occupants of the demised area and the said premises or of the nearby properties at any time.

2.7 To maintain and keep all parts and structures of the demised area in good and habitable condition.
2.8 To make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the demised area at its own cost and to the satisfaction of the Sub-Lessor and to carry out regular maintenance and replacement of electrical wirings, installations and appliances thereat and to keep the Sub-Lessor saved harmless and indemnified for all consequences of breach or non-observation of fire safety norms.

2.9 To allow the Sub-Lessor, its agents and servants with 24 hours' previous notice in writing (except for emergencies when no such notice would be required) to enter into and upon the demised area and all structures thereon and view the state and condition thereof and to give or leave notice of any defect in such condition which the Sub-Lessee shall be liable to make good within 15 days after such notice has been given or left.

2.10 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the demised area and to keep the Sub-Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the demised area on the expiry or sooner determination of this Deed of Sub-Lease, the Sub-Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of this sub-lessee.

2.11 To execute to the satisfaction of the Sub-Lessor all works and observe and perform all such rules and conditions which shall appear to the Sub-Lessor or to the appropriate authorities of the State to be necessary or desirable in order to keep the demised area in good sanitary order and condition.
2.12 To take steps to ensure that no third party may encroach into or upon any portion of the demised area.

2.13 To allow any person authorised by the Sub-Lessor to inspect, repair and clean sewer lines or to do any other works in connection therewith, within the demised area without any obstruction or hindrance by the Sub-Lessee or by any of its men and agents.

2.14 Not to use any means of access to the demised area except the delineated path and passages for access to the demised area.

2.15 Not to claim any right of partition by metes and bounds of the undivided proportionate share or interest of the land.

2.16 Not to use or allow the demised area or any part thereof to be used for any illegal or immoral purposes or for any noisy or offensive trade or business.

2.17 Not to bring in or store or allow to be brought in or stored in the demised area or any part thereof any hazardous inflammable combustible explosive or exceptionally heavy substance article or any hide, skin or other articles likely to injure or damage the structures belonging to the Sub-Lessor and/or the demised area and/or part thereof and not do or allow to be done on the demised area anything that may deteriorate the value of the demised area or injure the same in any way, except in accordance with law.

2.18 Not to allow the demised area or any construction thereon or any part thereof to be used as a place of public worship and not allow any shrine, temple, mosque, church or any other kind of place of worship to be erected thereon or on any part thereof for the said purposes.
2.19 Not to assign and/or transfer its right or interest in the demised area or any part thereof (except by way of sub-letting or any other mode or manner not amounting to a complete assignment of Sub-Lessee's right title and interest in the demised area or any part thereof as described hereinafter in clause 3.2 or on terms not inconsistent with or contrary to the terms hereof) without previous concurrence in writing of the Lessee. A transfer or assignment which is restricted hereby shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the leasehold interest of the Sub-Lessee is transferred to any other person, without the concurrence in writing of the Sub-Lessor with necessary approval of the Government of West Bengal first had and obtained. Provided However That the Sub-Lessee shall have the right to mortgage or charge its sub-leasehold interest in the demised area in favour of Scheduled Banks/Financial Institutions.

2.20 Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised area or upon any other adjoining land whatsoever.

2.21 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the demised area or for any other similar cause or nature.

2.22 Not to do or cause to be done in or upon the demised area or any part thereof any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised area or to the owners or occupiers of any adjoining or neighbouring land or premises.
2.23 Not to do or cause to be done in or upon the demised area or any part thereof any act or thing which shall or may hamper or disturb the normal depot activities to be carried out by the Sub-Lessor.

2.24 At the expiry of the term hereby granted or sooner determination thereof, the Sub-Lessee shall make over vacant and peaceful possession of the demised area to the Sub-Lessor together with all constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures comprising the demised area existing at the time of expiry of lease/sub-lease or sooner determination thereof.

III. THE SUB-LESSOR HEREBY COVENANTS WITH THE SUB-LESSEE as follows:

3.1 The Sub-Lessee, paying the annual sub-lease rent, the said rates and taxes, and other amounts hereby reserved and observing and performing the terms conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the demised area during the term hereby created without any interruption, hindrance, disturbance or obstruction by the Sub-Lessor or any person claiming through under or in trust for the Sub-Lessor.

3.2 The Sub-Lessee shall be entitled, transfer in the nature of further sub-lease or otherwise deal with or dispose of the demised area and/or part thereof not amounting to any assignment of Sub-Lessee’s interest in the demised area or any part thereof on terms and conditions not contrary to or inconsistent with the terms of these presents, without need of any concurrence of the Sub-Lessor PROVIDED HOWEVER that the Sub-Lessee shall always keep the Sub-Lessor saved harmless and indemnified from and against any losses claims or demands which the Sub-Lessor may suffer or be put to by reason of any such sub-letting or use.
3.3 The Sub-Lessee shall have the right to seek a renewal of the sub-lease for 1 (one) like term by making an application to the Sub-Lessor seeking such renewal, not before 1 (one) year prior to expiry of the term hereby created. The terms and conditions of the renewed sub-lease will be as may be mutually agreed by the Sub-Lessor and the Sub-Lessee, at the time of renewal of the sub-lease.

IV. THE SUB-LESSOR AND THE SUB-LESSEE HEREBY AGREES AND COVENANTS WITH EACH OTHER as follows:

4.1 That any demand for payment or notice requiring to be made upon or given to the Sub-Lessee shall be sufficiently made or given if sent by the Sub-Lessor to the Sub-Lessee at the address of the demised area or sent by registered post / speed post addressed to the Sub-Lessee at the demised area or to its last known address and that, the notice requiring to be given to the Sub-Lessor shall be sufficiently given if delivered at or sent by registered post / speed post addressed to the office of the Sub-Lessee. All changes of address of the Sub-Lessee shall be communicated by the Sub-Lessee to the Managing Director of the Sub-Lessor in writing within a reasonable period of its change.

4.2 That any relaxation and indulgence granted by the Sub-Lessor to the Sub-Lessee shall not in anyway prejudice the rights of the Sub-Lessor under this Deed of Sub-Lease.

4.3 That the failure of the Sub-Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term condition and covenant and such failure shall not in any way affect
the validity of this Deed of Sub-Lease or the rights and obligations of the parties hereto. The Sub-Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of sub-lease executed by both parties hereto.

4.4 That any statutory powers as may have been or will be conferred upon the Sub-Lessor shall automatically apply to the present sub-lease and the demised area and provisions in that respect shall be deemed to have been incorporated in these presents by way of reference and the Sub-Lessee is deemed to have constructive notice thereof.

4.5 That the terms and conditions of the sub-lease shall be subject to changes of policy of the Sub-Lessor from time to time and the Sub-Lessee shall abide by the same.

4.6 If the Sub-Lessee shall commit an act of insolvency or be adjudicated bankrupt or insolvent or enter into a composition or arrangement with its creditors or if the Sub-Lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (including for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a receiver to be appointed in respect of any of their properties and effects or notwithstanding anything in these presents contained, if the Sub-Lessee is in breach of any of the terms, conditions and covenants contained in these presents and on its part to be paid observed or performed and the Sub-Lessor calling upon the Sub-Lessee to rectify the breach complained of and such breach not being cured or rectified to the Sub-Lessor’s satisfaction within a period of 6 (six) months from the date of service of such notice, then and in any of such cases, it shall be lawful for the Sub-Lessor or any person duly authorised by it without any further notice at any time thereafter to treat this demise as determined and to re-enter into and upon the demised area or any part thereof and the same to have again repossessed and enjoyed as in its former estate and without being liable to pay any cost or
compensation for the demised area which shall vest in the Sub-Lessor on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Sub-Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Sub-Lessee herein contained.

4.7 That if it is found that the sub-lease of the demised area has been obtained by the Sub-Lessee by misrepresentation or fraud, the sub-lease shall stand determined and the Sub-Lessor entitled to its rights contained in clause 4.6 above.

4.8 That in the event of the demised area or any part thereof being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Sub-Lessee so as to render the demised area or any part thereof substantially and permanently unfit for the purpose for which it has been let, this sub-lease shall at the option of the Sub-Lessee be void.

4.9 That in case of any dispute in the interpretation of any of the clauses of the terms and condition contained in this Deed of Sub-Lease, the decision of the Sub-Lessor shall be final and binding.

4.10 That both the Sub-Lessor and the Sub-Lessee expressly agree for registration of these presents. The cost of preparing, stamping and registering this Deed of Sub-Lease shall be borne by the Sub-Lessee.

4.11 Courts at Kolkata alone shall have exclusive jurisdiction to try and entertain all disputes arising out of this Deed of Sub-Lessee and the transactions contemplated herein.
THE SCHEDULE ABOVE REFERRED TO:

(Description of the demised area)

ALL THAT the building constructed by the Sub-Lessee on the said premises except the structures made over to the Sub-Lessor as part of its allocation, containing a total built up area of [•] together with access passages in terms of the sanction plan, at premises No. [•], within P.S. [•] and Ward No. [•] of the [•] Kolkata Municipal Corporation with proportionate undivided share or interest in the land on the said premises and delineated in the building plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

On the NORTH : By [•];
On the EAST : By [•];
On the SOUTH : By [•]; and
On the WEST : By [•].

IN WITNESS WHEREOF the parties to these presents have hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the SUB-LESSOR by Mr. [•], [•], Government of West Bengal, duly authorized by the Sub-Lessor by Resolution dated [•] of its Board in this regard at Kolkata in the presence of:
SIGNED AND DELIVERED for and on behalf of the SUB-LESSEE by Mr. [•], its [•], pursuant to a resolution of its Board of Directors passed at its meeting held on [•] at Kolkata in the presence of:

DATED THIS ….. DAY OF ……………, 2016

BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION

... Sub-Lessor

AND

[•]

... Sub-Lessee

DEED OF SUB-LEASE

Of

Area at premises No. [•], Kolkata
APPENDIX VII: POWER OF ATTORNEY OF CSTCIN FAVOUR OF DESIGNATED REPRESENTATIVE OF THE SELECTED BIDDER

(To be executed on stamp paper of appropriate value and registered)

Know all men by these presents, We, Calutta State Transport Corporation, a Road Transport Corporation under the Road Transport Corporations Act, 1950, having its registered office at [●](the “Principal”) do hereby nominate, constitute and appoint ______________ (full name, description and address of the Selected Bidder) acting through __________, son of __________, residing at __________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, the acts, deeds and things in connection with or incidental to the construction of building as a part of __________ (name of depot) situate lying at and being premises No. ________________ (the “said premises”) in pursuance of the ‘<Grant of right of development and /sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation>’ (the “Project”) proposed by the Transport Department, Government of West Bengal (the “Department”) in the manner as follows:

1. To appoint Architect or Architects to survey the land to carry out soil testing of the identified land parcel within the said premises on which construction is to be carried out in terms of RfP document vide RfP No. 14 dated 18th July 2016, to appoint contractor for construction of building thereon and for that purpose to correspond and to do all other acts, deeds and things as our said Attorney may deem fit and proper.
2. To prepare, sign, execute and submit all papers, documents, statements, undertakings, declarations and plans as may be required for sanction of plan by the municipal authorities and/or for alteration or modification thereof and to sign such plan or plans as may be necessary or may be required from time to time.

3. To appear and represent us before the necessary authorities including the Local Body, Fire Brigade, Kolkata Police, West Bengal Pollution Control Board, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976/ West Bengal Land Reforms Act, 1955 in connection with the sanction, modification or alteration of the plan of the proposed building(s) on the said premises.

4. To pay fees, obtain sanction orders and other permissions from the necessary authorities for sanction, modification or alteration of the plan and also to submit and take delivery of the plans sanctioned by the municipal authorities.

5. To receive refund of the excess amount of fee if any paid, for the sanction, modification or alteration of the plan to any authority or authorities.

6. To undertake physical survey, soil testing and test piling for the purpose of preparing sanctionable building plan.

7. To construct building(s) on the said land in accordance with the sanctioned plan.

8. To apply for and obtain electricity, water, sewerage, drainage and/or other connections of any other utility in the said land and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things in that regard.

9. To apply for and obtain building materials from the concerned authorities for completing construction of the building on the said premises as aforesaid.
10. To utilise or shift or have connected the existing utilities in the said premises in such manner as our said Attorney may deem fit and proper without causing unnecessary inconvenience for our operation on the remaining part of the Depot in which the said premises is situated.

11. To take steps for undertaking conversion in the nature of the land in the records of the concerned Block Land & Land Reforms Office and making all applications in the name of CSTC, in this regard.

12. For all or any of the purpose hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit all papers and documents in connection with any or all matters abovementioned.

PROVIDED HOWEVER that nothing herein contained shall entitle the Attorney while exercising any of the powers hereby granted shall not be entitled to create any financial or other liability on CSTC.

We hereby agree that all acts deeds and things lawfully done by our said Attorney by virtue of and purporting to be under the authority hereby conferred shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm and agree to ratify and confirm all and whatever our said Attorney shall lawfully do or cause to be done in or about the premises aforesaid.

IN WITNESS WHEREOF, we have executed this Power of Attorney on this ........day of ................... Two Thousand and Sixteen.
EXECUTED AND DELIVERED on behalf of by its Managing Director, Shri ________________ pursuant to its Board Resolution dated ______ at Kolkata in the presence of:

___________________________________
(Signature of the Attorney)

APPENDIX VIII: BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(To be executed on stamp paper of appropriate value)

B.G. No. Dated: [●]

Managing Director,
[Calcutta State Transport Corporation].

1. In consideration of the Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 12, R. N. Mukherjee Road, Kolkata – 700001 (hereinafter referred to as the “Department”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to issue on your behalf, viz. on behalf of Calcutta State Transport Corporation (for short “CSTC”), letter of intimation of award of contract (“LOI”) in favour of _______ a Company registered under the Companies Act, 1956 and having its registered office at _______ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder”, which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for ‘Grant of right of development and /sub-lease of certain
structures and areas together with proportionate share or interest in an identified land parcel within, at THAKURPUKUR Depot of Calcutta State Transport Corporation>(hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 14 dated 18th July 2016 issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at ______ and one of its branches at ________ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of clause 2.9.2 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Bidder as contained in the RfP Document vide RfP No. 14 dated 18th July 2016 and unconditionally and irrevocably undertake to pay forthwith to CSTC an amount of Rs. [•]/- (Rupees [•] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed including the obligation of construction of the building on the said premises in terms of the RfP document.

2. Any such written demand made by CSTC stating that the Bidder is in default of the due and faithful fulfillment and performance of the obligations of the Bidder contained in the RfP Document shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CSTC is disputed by the Bidder or not merely on the first demand from CSTC
stating that the amount claimed is due to CSTC by reason of failure of the Bidder to fulfill and perform its obligations contained in the RfP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days after stipulated date of completion of construction of the building and thereafter for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that CSTC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and performance of its obligations contained in the RfP Document and the decision of CSTC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CSTC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, CSTC shall be entitled to treat the Bank as the principal debtor. CSTC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and
conditions contained in the said RfP Document or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RfP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to CSTC and the Bank shall not be released from its liability under these presents by any exercise by CSTC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CSTC or any indulgence by CSTC to the said Bidder or by any change in the constitution of CSTC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for CSTC to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which CSTC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein
   i) Our liability under this Bank Guarantee shall not exceed Rs. [●] (Rupees [●] only).
   ii) This Bank Guarantee shall be valid up to [●]; and
   iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [●].

Signed and Delivered by ________ Bank

By the hand of Mr./Ms. ________, its ________ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX IX: DEVELOPMENT AGREEMENT

THIS AGREEMENT made this [●] day of [●], Two Thousand and Sixteen;

BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [●], hereinafter referred to as “CSTC” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or and assigns) of the FIRST PART

AND

[●], a company incorporated under the Companies Act, 1956, / limited liability partnership (LLP) under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ office at [●], hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or permitted assigns) of the SECOND PART

AND

(where the Developer is a consortium)

{..........., a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND

{............... a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ................ residing at ....................... (hereinafter referred to as the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{............... a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........... residing at ....................... (hereinafter referred to as the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The Lead Member, 1st Consortium Member and the 2nd Consortium Member hereinafter collectively referred to as the “CONFIRMING PARTIES” of the THIRD PART.

WHEREAS:

A. CSTC is seised and possessed of and/or otherwise well and sufficiently entitled to as the Lessee of ALL THAT piece and parcel of land containing an area of [●] cottahs, more or less, situate, lying at and being its Depot at 109, Diamond Harbour Road, Kolkata – 700008 [●] being premises No. [●], within P.S. [●] and Ward No. [●] of Kolkata Municipal Corporation, fully described in the SCHEDULE – I hereunder written and hereinafter referred to as the “said premises”.

B. Bids were invited on behalf of CSTC by the Government of West Bengal in its Transport Department inviting offers for grant of right of development on the said premises or the identified area, as more particularly described in the SCHEDULE – II hereunder written, within the said premises and sub-lease of certain structures so constructed vide Request for Proposal Document dated 18th July 2016.
C. The bid of the Developer was accepted subject to the Developer complying with terms and conditions contained in the document of Request for Proposal.

D. In terms of the Request for Proposal document, the Developer has agreed to construct a building on the said premises or said identified area, as the case may be including the area more fully mentioned and described in the SCHEDULE – III hereunder written and hereinafter referred to as “the Site”, in accordance with the construction specifications as contained in the SCHEDULE – IV hereunder written and hand over the same to CSTC in accordance with the terms and conditions as hereinafter contained.

E. The parties have agreed in terms of the RfP document to enter into the Development Agreement for carrying on development in terms of the RfP document as the identified land and in the said premises.

NOW THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

**ARTICLE - I**

**DEFINITIONS**

1.1 In this Agreement unless context otherwise permits, the following expression shall have the meanings assigns to them as –
(a) "Architect" shall mean a person or persons or firm or firms who may be appointed by the Developer with the consent of CSTC for carrying on function of an architect in respect of the proposed construction of the CSTC’s Allocation.

(b) "Agreement" or "Development Agreement" means this Development Agreement, including the Schedules as may be amended, supplemented or modified in accordance with the provisions hereof.

(c) "Article" shall mean an article to this Agreement.

(d) "Applicable Laws" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including statutes, rules, regulations, ordinances, policies having force of law, judgments, orders, decrees, bye-laws, approvals, directives, guidelines, requirements, notifications or other governmental regulations or restrictions or any similar form of decision of, or determination by, or any interpretation by a court of law or any governmental authority having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

(e) "Building Contract" means the construction contract or contracts to be executed between the Developer and any party/parties for the construction of CSTC's Allocation and the Commercial Development Area.

(f) "Building Contractor" shall mean any party/parties to be employed or appointed by the Developer for development and construction of CSTC's Allocation and the Commercial Development Area.

(g) "Building Drawings" are the drawings including plans, elevations, sections and details, prepared for the purpose of obtaining building sanction or revision of existing sanction from the jurisdictional Municipal Corporation, Municipality, panchayat or other concerned authorities, following the specific requirements of the sanctioning authority.
(h) “Consents” shall mean any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any government authority required in connection with the construction of the CSTC’s Allocation and for undertaking, performing or discharging the obligations contemplated by this Agreement.

(i) “Commencement Date” shall be the date of execution of this Agreement.

(j) “Completion Date” shall be the date of obtaining full Occupancy Certificate after completion of construction of the Commercial Development Area.

(k) “Commercial Development Area” shall mean the development of one of more buildings at the Site, subject to obtaining necessary Consents in this regard, as may be permitted by the sanctioning authorities, to be constructed on the Site excluding CSTC’s Allocation.

(l) “Claims” means claims, demands, suits, criminal or civil actions or similar proceedings that are initiated by a third party (including enforcement proceedings by any governmental authority) against CSTC, and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys fees and expenses and other reasonable costs for defense, settlement and appeal) that CSTC has or may incur, become responsible for, or pay out for any reason, related to this Agreement, the construction of the CSTC’s Allocation.

(m) CSTC’s Allocation” shall refer to the structures and constructed areas as described in Schedule –III hereof.

(n) “Defects Liability Period” shall have the meaning ascribed to it in Article 14.2.

(o) “Developer’s Allocation” shall mean the rest and residue of all structures built at the Site except CSTC’s Allocation.
(p) "Developer Event of Default" shall have the meaning ascribed to it in Article 13.1.

(q) "Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Site or the CSTC's Allocation or third party claims or rights of any kind attaching to the same.

(r) "End Users" means the parties occupying, using or having the right to obtain a further sub-lease of or to occupy or use the Units or any part thereof.

(s) "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation, maintenance and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contractor and/or operator and/or developer, in a project of the type and size similar to the CSTC's Allocation.

(t) "Lease" shall have the meaning ascribed to it in Article 3.1.

(u) "Liquidated Damages" shall have the meaning ascribed to it in Article 12.1.

(v) "Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.

(w) "Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially
affects the performance of the transactions contemplated by this Agreement / has a Material Adverse Effect.

(x) "Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.

(y) "Professional Team" shall mean the architects, civil engineer, structural engineers, mechanical and/or electrical engineers, surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the development of the Site in accordance with the terms of this Agreement.

(z) "Project Implementation Schedule" shall have the meaning ascribed to it in SCHEDULE – V hereunder written.

(aa) "Recital" means recital to this Agreement.

(bb) "Sanctioned Building Drawings" shall mean the building drawings as sanctioned by the Kolkata Municipal Corporation.

(cc) "Site" means the identified area within the said premises, as more fully described in SCHEDULE – II hereunder written, for the purpose of development thereof and construction of the Commercial Development Area thereupon by the Developer.

(dd) "Specifications" shall mean the specifications and/or materials to be used for construction erection and completion of CSTC’s Allocation and the building and/or buildings generally for the development of the Site and as generally specified in SCHEDULE – IV hereunder written.

(ee) "Transfer in the form of further sub-lease" shall have the meaning ascribed to it in Article 10.2.
“Substitution Agreement” shall mean the Substitution Agreement prepared on the lines of the model Substitution Agreement given in Appendix - XI of the RfP document.

“Taxes” means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental authority against CSTC or the Developer in connection with the development of the CSTC’s Allocation and/or the Complex.

“Termination Date” shall have the meaning ascribed to it in Article 13.2(c).

“Units” shall mean the various constructed spaces to form part of the Commercial Development Area at the Site and to be ultimately held by End Users on further sub-lease basis.

ARTICLE - II

INTERPRETATION

2.1 Unless there is something in the subject or context inconsistent therewith :

2.1.1 Any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.1.2 Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders.

2.1.3 A reference to an Article or a Schedule is a reference to an Article or a Schedule, as the case may be of, or to, this Agreement.
2.1.4 The headings appearing in this Agreement are for reference only and shall not affect the construction thereof.

2.1.5 Reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it and any novation of it and anything supplemental to it.

2.1.6 The term “or” shall not be exclusive and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms “including” and “include” shall be construed without limitation.

2.1.7 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article.

2.1.8 The words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings.

**ARTICLE - III**

**SUB-LEASE, DEVELOPMENTAL RIGHT AND DEVELOPMENT OF SITE**

3.1 In consideration of the Developer having made payment to CSTC in the manner contained in the RfP document of a sum of Rs. [•] /- (Rupees [•] only) ("Sub-lease Premium") and observing and fulfilling all terms conditions and covenants on its part contained herein as also in the document of Request for Proposal dated 18th July 2016, CSTC agrees to grant to the Developer the right and/or license to carry out development of the Site at its own cost, risk and expenses and upon completion of development
thereof to grant to it a sub-lease Sub-Lease”) of the rest and residue of all the structures constructed on the Site except CSTC’s Allocation together with basements, access passages and a lease/sub-lease of proportionate undivided share or interest in the land comprising the Site, excluding the STU’s Allocation ("Developer’s Allocation") for a term of 99 years from the date of the Sub-Lease, carrying rent @ Rs. [•]/- per annum and on the other terms and conditions herein contained.

3.2 CSTC shall handover possession of the Site to the Developer within a period of 9 months from the date of the LOI.

3.3 The right, title and interest in the Site in the nature of lease, shall continue to remain with CSTC till sub-lease is entered into.

3.4 The Sub-lease shall be granted to the Developer only upon the Developer (a) completing and handing over to CSTC the CSTC Allocation, (b) completing construction of the remaining structures comprised in the Commercial Development Area, and (c) the Developer obtaining from the Kolkata Municipal Corporation Occupancy Certificate in respect of the Commercial Development Area. The Sub-Lease shall be granted as per the Proforma Deed of Sub-Lease appended to the document of Request for Proposal.

3.5 The development right granted herein includes the right of the Developer to have possession of the Site for the limited purposes of developing CSTC's Allocation and the Commercial Development Area thereat and reasonable rights of ingress and egress on the Site, subject to the terms and conditions of this Agreement, which shall include the right to demolish, reconstruct and relocate pre-existing permanent structures; and buildings, of CSTC, to the extent required under the building plan sanctioned by Kolkata Municipal Corporation. However, delay, if any for such demolition, reconstruction and/or relocation, shall not be considered as a ground for extension of time to perform any obligation on the part of the Selected Bidder. The Developer shall also have the right to
issue letters of allotment in favour of intending unit holders after obtaining possession of the Site in terms of the RfP from CSTC.

3.6 The Developer shall have right to transfer in the form of further sub-lease and/or further sub-letting and/or otherwise deal with and dispose of in a manner not inconsistent with the terms of these presents and the said Proforma Deed of Sub-Lease appended to the document of Request for Proposal, spaces comprised in the Developer's Allocation but shall not have the right to hand over possession to any third party of any space in the Developer's Allocation or put it to any use till CSTC's Allocation is made over to CSTC.

3.7 The Developer acknowledges that this right of development of the Commercial Development Area at the Site and the right of the Developer to deal with Units constructed therein and comprising the Developer's Allocation will not be construed as a transfer of any right, title or interest in the Site or any part thereof to the Developer.

3.8 The Selected Bidder would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/ Financial Institutions by creating charge/ mortgage in favour of such Scheduled Banks/ Financial Institutions over its right hereunder without however in any manner creating or foisting any liability on CSTC. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Development Agreement and the proposed sub-lease, CSTC would have no financial obligation towards the lending institution. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Developer to CSTC. In case of default in making due payment of the financial facilities by the Developer in terms of such Loan Agreement(s), such Scheduled Banks/ Financial Institutions shall have the right to substitute the Developer and appoint a new Developer at the place and stead of the defaulter Developer, as per the terms contained in the Substitution Agreement prepared as per the Model Substitution Agreement provided in Appendix XI of the RfP document, which is to be executed by the
Developer, CSTC (as a Confirming Party), and such Scheduled Bank/ Financial Institution. The company/ LLP substituting the Developer shall be deemed to be the Developer under this Development Agreement and shall enjoy all rights and be responsible for all obligations under this Development Agreement, as if it were the Developer.

3.9 The Developer undertakes to develop and shall commence, execute and complete the design, development and construction services for the development of CSTC’s Allocation and the Commercial Development Area in accordance with the Sanctioned Buildings Drawings and this Agreement.

3.10 Without prejudice to the generality of the foregoing, the Developer shall also be responsible on and from the Commencement Date for the following:

i) Obtain and maintain, at its costs and expense all Consents as may be required for the development of CSTC’s Allocation and the Commercial Development Area. The Developer shall obtain in CSTC’s name all such Consents as are required to be obtained in CSTC’s name, at the Developer’s cost and expense and shall do all acts, deeds and things required by and comply with all Applicable Law as may be necessary and/or required for the development of CSTC’s Allocation and the Commercial Development Area. CSTC shall sign all documents, necessary to be filed for obtaining such Consents, if required by the Developer;

ii) Install all sewerage, water, telecommunications, surface, and waste water drainage to and from the Site and shall ensure that the same connects directly with the mains;

iii) Shall take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the Site;

iv) Give all necessary or usual notices under any Applicable Laws affecting the demolition, clearance, development and construction of CSTC’s Allocation and the Commercial Development Area, give notices to all water, gas, and other statutory
authorities as may be necessary in respect of development of CSTC’s Allocation and the Commercial Development Area and pay all costs, fees and outgoings incidental to or consequential on any such notice;

v) Shall remain responsible for due compliance with all Applicable Law whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Sanctioned Building Drawings;

vi) Shall remain responsible for any accident and/or mishap taking place while undertaking the development of CSTC’s Allocation and the Commercial Development Area;

vii) Shall comply and procure compliance with all conditions attaching to the Consents and all other permissions which may be granted during the course of the development of CSTC’s Allocation and the Commercial Development Area.

viii) Shall comply and procure compliance with all Applicable Law and any enforceable codes of practice of Kolkata Municipal Corporation and/or other authorities affecting the Site or the development of CSTC’s Allocation and the Commercial Development Area thereof;

ix) Shall incur all costs charges and expenses for the purpose of development and completion of CSTC’s Allocation and the Commercial Development Area;

x) Shall make proper provision for security of the Site during the course of development of CSTC’s Allocation and the Commercial Development Area;

xi) Shall not allow any person to encroach or permit any encroachment by any person and/or persons into or upon the Site or any part or portion thereof;

xii) Shall not expose CSTC to any liability and shall regularly and punctually make payment of the fees and/or charges of the Professional Team and Building
Contractor, as may be necessary and/or required for the purpose of the development of CSTC’s Allocation and the Commercial Development Area;
xiii) Shall remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings in accordance with the Sanctioned Building Drawings, Approved Drawings and this Agreement and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

The Developer agrees that it will not expose CSTC its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Developer as set out in this Article which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep CSTC, its officers and directors/employees always indemnified from all the aforesaid liabilities.

3.11 All persons employed by the Developer in connection with the development shall be the Developer’s employees or independent contractors, and shall not be the employees or agents of CSTC. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, worker’s compensation benefits and fringe benefits, to which the Developer’s employees or agents may claim to be entitled. The Developer shall fully comply with all Applicable Laws and regulations having to do with worker’s compensation, hours of labor, wages, working conditions, and other employer – employee related subjects. The Developer hereby agrees to indemnify, defend and hold harmless CSTC for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys’ fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer’s policies, procedures, acts or omissions relating to employment matters.

3.12 The engagement of any third party by the Developer to assist the Developer in connection with the performance of the Developer’s duties under this Agreement shall in
no way limit, or relieve the Developer of, the Developer’s obligations under this Agreement.

**ARTICLE - IV**

**DRAFT BUILDING DRAWINGS AND SANCTIONED BUILDING DRAWINGS**

4.1 **Draft Building Drawings**

4.1.1 Within [●] days from the Commencement Date, the Developer shall at its cost, prepare and submit to CSTC the Draft Building Drawings ("Draft Building Drawings") setting out the detailed drawings, design and all other such relevant information relating to the development of CSTC’s Allocation and the Commercial Development Area.

4.1.2 The Developer shall ensure that the Draft Building Drawings is in accordance with the Technical and Material Specifications as prescribed in SCHEDULE -IV and is as per the schematic diagrams submitted along with the Technical Proposal at the time of bidding. The Developer shall not incorporate any provision in the Draft Building Drawings, which is in conflict with or different from the parameters stipulated in the SCHEDULES hereof, so far as it relates to CSTC’s Allocation, without the prior written consent of CSTC.

4.1.3 CSTC shall concur with the Draft Building Drawings furnished by the Developer, within [●] ([●]) days from the date of receipt of the same. In the alternative, CSTC may at its own place and stead, engage a body of experts comprised either from representatives of reputed educational institutions like Indian Institute of Technology, Kharagpur, Jadavpur University, Bengal Engineering and Science University, etc. and/or members comprising of the Technical Proposal Evaluation Committee for concurring to/ approving the Draft Building Drawings furnished by the Developer. In the event, CSTC or the body of experts engaged by CSTC has any objection to the Draft Building Drawings or any part thereof, it shall promptly and without any undue delay notify the Developer of its objections, seek
clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Developer shall within 15 (fifteen) days of such intimation, provide necessary clarification to and/or submit revised plan, as the case may be, after incorporating the changes, modifications or corrections suggested by CSTC or the body of experts engaged by CSTC. The finally approved drawings shall be the final drawings on the basis of which application for sanction shall be made ("Approved Drawings"). Any further changes to the Approved Drawings shall be carried out in the manner and process prescribed in this Article 4.1.3.

4.1.4 Any component or provision in the Approved Drawings shall not be deemed to be valid for the purpose of this Agreement if the same is not concurred with by CSTC or the body of experts engaged by CSTC.

4.1.5 Articles 4.1.1 to 4.1.4 above shall not preclude the Developer to suggest any improvement or upgrade on the schematic diagrams at the time of submission of the Draft Building Drawings. However, CSTC or the body of experts engaged by CSTC in such a case, shall allow the Developer to make such modifications in the Draft Building Plans, only if they are of the opinion that such modifications will amount to an improvement or upgrade and allowing such modifications will be in the interest of CSTC.

4.2 Sanctioned Building Drawings

4.2.1 Within [●] days from the date of concurrence and/or deemed concurrence of CSTC or the body of experts engaged by CSTC as applicable, with the Approved Drawings, the Developer shall at its cost, prepare and submit for sanction of the appropriate authorities, the Building Drawings setting out inter alia the drawings containing plans, elevations, sections and details which Building Drawings shall be on the basis of the Approved Drawings and not in deviation therefrom.

4.2.2 A set of the Building Drawings shall be made over to CSTC for its records.
4.2.3 The Developer shall be entitled to sign the Approved Drawings in the name of CSTC on the basis of a Power of Attorney to be granted by CSTC to the Developer as per form enclosed with the RfP Document simultaneously with execution of this Agreement.

4.2.4 In the event of any amendment in the Building Drawings, the procedure as mentioned above shall apply *mutatis mutandis* therein.

- **ARTICLE - V**

- **PROJECT MONITORING**

5.1 **Project Monitoring**

5.1.1 CSTC shall be entitled to monitor the development of CSTC's Allocation and the Commercial Development Area at the execution phases to determine whether CSTC's Allocation and the Commercial Development Area is being implemented in accordance with the provisions of this Agreement, the Project Implementation Schedule and Good Industry Practice. CSTC shall be at liberty to engage an external Project Management Consultant for day to day monitoring of the Project, at their own cost.

5.2 **Reporting and Inspection**

5.2.1 The Developer shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder.

(a) **Period Reports**

The Developer shall keep CSTC adequately informed as to the level of development of CSTC's Allocation and the Commercial Development Area and for this purpose the Developer shall furnish to CSTC reports setting forth in reasonable detail the progress achieved in the execution development of CSTC's
Allocation and the Commercial Development Area. These reports should be submitted within the 10\textsuperscript{th} day of each calendar month, starting from the Commencement Date. These reports shall contain the summary of progress of development of the CSTC’s Allocation and the Commercial Development Area and indicate the actual and scheduled completion of the CSTC’s Allocation and the Commercial Development Area indicating the actual completion of CSTC’s Allocation and the Commercial Development Area beyond the scheduled completion shall not in any way signify CSTC’s consent to delays or extension of time for completion.

(b) **Other Project Information**

The Developer will provide any and all information to CSTC promptly after becoming aware of any actual, pending or threatened material litigation, arbitration, claim or labour dispute relating to the CSTC’s Allocation and the Commercial Development Area.

(c) **Inspection**

CSTC shall at all reasonable times have access to the Site to inspect and examine the works, materials, equipment and workmanship for compliance thereof with the provisions of this Agreement, including the Good Industry Practice and to check the progress of the works etc. and the Developer shall provide necessary cooperation and assistance to them in this behalf.

Provided that any failure on the part of CSTC to inspect or after inspection to point out deficiencies in any work, material, equipment and workmanship shall not, in relation to such work etc. (i) amount to any consent or approval of CSTC nor shall the same be deemed to be a
waiver of any of the rights of CSTC under this Agreement; and (ii) release or discharge the Developer from its obligations or liabilities under this Agreement in respect of such work, etc.

**ARTICLE - VI**

**DEVELOPER’S REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1 The Developer represents, warrants to and covenants with CSTC

(i) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the CSTC’s Allocation and the Commercial Development Area in a manner that is expected of a developer of repute undertaking such like projects.

(ii) That it shall ensure that it completes the development of the CSTC’s Allocation and the Commercial Development Area as per the sanction plans, Project Implementation Schedule and other parameters in this regard and in compliance with all Applicable Law.

(iii) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other first class residential and commercial developers in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations.

(iv) That it has adequate funds to undertake and complete the development of the CSTC’s Allocation and the Commercial Development Area as per the terms of this Agreement.
(v) That it has and shall continue to comply with terms and conditions of all the Consents and all other licenses, permits, approvals obtained by CSTC in its name for the development of the CSTC’s Allocation and the Commercial Development Area.

(vi) The Developer represents and covenants that it shall keep CSTC indemnified at all times in respect to any third party claim raised due to the default of the Professional Team, Building Contractor and all other persons employed and/or engaged by the Developer in relation to the development of the CSTC’s Allocation and the Commercial Development Area.

(vii) That it shall comply with all of the terms and conditions of the document of Request for Proposal.

(viii) That the Developer, any independent contractor engaged by the Developer and all its employees shall not do any act(s) which shall damage the reputation of CSTC in any manner whatsoever.

(ix) That the Developer will not use or in any way associate the name of CSTC with any work or work product of the Developer or any of its employee in any oral or written communication with a third party, without the prior written consent of CSTC.

(x) That the Developer shall make timely payments of all taxes, cess, duties, levies and charges and all applicable statutory dues as per Applicable Law payable by the Developer and/or CSTC for the development of the CSTC’s Allocation and the Commercial Development Area as per the terms and conditions of this Agreement.
(xi) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.

(xii) That this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable against it in accordance with the terms hereof.

(xiii) That there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

(xiv) That the representations and warranties given by the Developer under this Agreement are true and valid and it has an obligation to disclose to CSTC as and when any of its representations and warranties ceases to be true and valid.

(xv) That the Developer shall reimburse to CSTC all charges and expenses paid by CSTC if any, on behalf of the Developer.

ARTICLE - VII

PROFESSIONAL TEAM AND BUILDING CONTRACTOR

The Developer shall:

7.1 Ensure that the Professional Team or any Building Contractor appointed for undertaking any work for the development of the CSTC's Allocation and the Commercial Development Area or part thereof shall, apart from using best practices and highest quality of services, comply with the following:

7.1.1 Materials, Labourers and Employees
i. Provide all the materials in sufficient quantities and of best quality, consistent with the specifications for the execution and completion of the works.

ii. The labourers and employees engaged in the construction/completion or in any other aspect of the works will at all times be the employees and/or labourers and/or persons engaged or appointed by the Developer or the Professional Team or the Building Contractor, and CSTC shall not under any circumstances whatsoever, be responsible for their actions and such employees and/or labourers shall not be considered to be the employees of CSTC under any circumstances whatsoever.

iii. In respect of all labour employed either directly or through sub-contractors shall comply with or cause to be complied with all provisions of Applicable Law for the labour as may be enacted or any modification thereof or any other law relating thereto and rules made thereunder from time to time, including but not limited to provident fund laws, minimum wages laws and contract labour regulations.

iv. All such contractors, employees, labourers and other personnel who may be employed and/or engaged for undertaking the development of CSTC's Allocation and the Commercial Development Area shall always remain as the employees / workmen / agents / contractors / labourers and personnel of the Developer and the Developer alone shall be responsible for due compliance of all statutory rules and regulations including payment of all wages and/or emoluments and in no event CSTC shall be liable and/or responsible to any governmental authority or any other person whatsoever for such employees / workmen / agents / contractors / labourers and personnel and in any event the Developer has agreed to keep CSTC, its Directors and officers saved harmless and fully indemnified from and against all actions, losses, damages, costs charges, claims actions, suits
and proceedings incurred by CSTC related to or in connection with the engagement of any of these employees / workmen / agents / contractors / labourers and personnel by the Developer / Building Contractor or any subcontractor engaged by the Developer or Building Contractor.

7.1.2 Permits

i. Comply with all the Consents and all other licenses, permits, approvals and certificates necessary and complete the works in compliance with all the Applicable Laws, rules and regulations.

7.1.3 Supervision of the Works

i. Employ competent manager who shall be in attendance at the Site during the development of CSTC’s Allocation and the Commercial Development Area and performance of the works and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, and labourers.

ii. Supplement its staff with whatever additional supervisory personnel are required to assure that the development of CSTC’s Allocation and the Commercial Development Area and works shall be finished by the Completion Date as stated in this Agreement.

7.1.4 Protection of Works and Materials

i. Maintain adequate protection for the works from damage and shall protect and take all reasonable precautions to protect CSTC, the Site, any third party from injury or loss during the course of the works.

ii. Provide and maintain a watertight storage space, secure from theft, for storage of all the materials required for the execution of the works.
7.1.5 **Dismissal of Building Contractor, Labourers and Employees**

i. Immediately remove and replace from the works any of its Building Contractor, labourers and employees who may be unsuitable or incompetent or who maybe guilty of misconduct.

7.1.6 **Insurance in respect of damage to persons and property**

i. Obtain and maintain adequate insurance policies in respect to the materials, labourers and employees in relation to the works and to keep CSTC indemnified in respect of all claims raised by any person in respect to the insurance policies.

7.1.7 **Independent Contractor**

i. In the performance of its services hereunder and the various works to be carried out for development of CSTC’s Allocation and the Commercial Development Area in terms of this Agreement, the Developer, the Professional Team or the Building Contractor shall not be nor shall the Developer and/or such Professional Team and/or the Building Contractor be deemed to be or represent in any manner whatsoever to be an employee or agent or a person engaged by CSTC.

7.2 **The Developer shall take all necessary actions to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any subcontracts or agreements which the Developer and the appointment of the members of the Professional Team and the Developer itself shall diligently observe and perform its obligation under the same.**

7.3 **Notwithstanding the appointment of any Building Contractor and/or the Professional Team, the Developer shall take full responsibility for the development of CSTC’s Allocation and the Commercial Development Area, for the care of any construction, project materials, construction equipment, temporary works, materials, things**
whosoever related to the development and for any and all action of the Building Contractor and Professional Team. The Developer hereby agrees that it shall continue to remain fully liable and responsible to CSTC for all acts, omissions, negligence (willful or otherwise) of all third parties whether engaged or employed by it for the purposes of the development of the CSTC's Allocation and the Commercial Development Area including but not limited to Building Contractor and Professional Team.

7.4 The Developer shall remain responsible for overseeing and coordinating completion during the Defects Liability Period.

ARTICLE - VIII

INSURANCE

8.1 Insurance

8.1.1 Insurance Requirement

The Developer shall, at its cost and expense, during construction period purchase and maintain insurances for CSTC’s Allocation and the Commercial Development Area, as are prudent in terms of good industry practice, including but not limited to the following:

(a) builders all risk insurance;
(b) loss, damage or destruction of the development facilities and services, at replacement value;
(c) comprehensive third party liability insurance including injury or death to personnel of CSTC and others who may enter the Site;
(d) workmen’s compensation insurance;
(e) storage cum erection insurance;
(f) any other insurance that may be necessary to protect the Developer, its employees and its assets (against loss, damage or destruction at replacement
value) including all force majeure events that are insurable and not otherwise covered in items (a) to (e).

8.1.2 Evidence of Insurance Cover
The Developer shall, from time to time, provide to CSTC, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Developer in accordance with this Agreement.

8.1.3 Validity of the Insurance Cover
The Developer shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to CSTC. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days’ clear notice of cancellation is provided to CSTC in writing. If at any time the Developer fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, CSTC, may at its option, purchase and maintain such insurance and all sums incurred by CSTC, therefore, shall be reimbursed by the Developer forthwith on demand, failure of which shall amount to event of default on the part of the Developer.

ARTICLE - IX

CONSTRUCTION & COMPLETION

9.1 The constructions to be done by the Developer shall be wholly in accordance with the RfP and fit for the purposes for which they are intended, as defined in the RfP. The construction of CSTC’s Allocation shall include any work which is necessary to satisfy CSTC’s requirements which may have been communicated to the Developer prior to sanction of building drawings or is implied by the terms of the RfP or this Agreement, or arises from any obligation of the Developer, and all works not mentioned in the RfP or
this Agreement but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of CSTC’s Allocation.

9.2 The Developer shall design, execute and complete the development at its own cost, within the time for completion, and shall remedy any defects within the defects liability period. The Developer shall provide all superintendence, labour, plant, materials, equipment, temporary works and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of defects. The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works.

9.3 It is unconditionally agreed by the Parties that time is of the essence of the contract and shall be strictly adhered to by the Developer.

9.4 The Developer undertakes and agrees to complete construction of CSTC’s Allocation as per CSTC’s specifications and made over the same to CSTC to enable CSTC to carry out other constructional activities therein according to CSTC’s requirements within 24 months from date of handing over possession of the Site.

9.5 The Developer also undertakes and agrees to complete the development of the Commercial Development Area and obtain notice of completion in respect thereof within a period of 60 months from the date of handing over possession of the Site.

9.6 It is clarified for the purpose of this Article that CSTC’s Allocation and the Commercial Development Area shall be deemed to be complete on the occurrence of all the following events:

(a) CSTC’s Allocation is constructed in accordance with the Building Drawings and Sanctioned Building Drawings and as per SCHEDULE – III hereof;
(b) the Commercial Development Area is constructed and completed in all respects in accordance with the Building Drawings, Sanctioned Building Drawings;
(c) all utilities such as water and sanitation are operational in all respects;
(d) the façade and the exterior of the Commercial Development Area are completed in all respects in accordance with the Building Drawings.

9.7 On receiving copy of full Completion Certificate and Occupancy Certificate, the parties shall proceed for execution and registration of Deed of Sub-Lease. The date of the Occupancy Certificate shall be the date of completion of the development and commencement of the Defects Liability Period.

**ARTICLE - X**

**SUB-LEASE AND TRANSFERS IN THE NATURE OF FURTHER SUB-LEASE**

10.1 Upon completion of the development of the Commercial Development Area and upon fulfillment by the Developer of all its obligations contained herein in respect of the said CSTC’s Allocation and the Commercial Development Area, CSTC shall at the cost of the Developer, execute and register in its favour the sub-lease in accordance with the proforma Deed of Sub-Lease appended to the Request for Proposal document for a term of 99 years commencing from the date of occupancy certificate in respect of the building at a sub-lease rent of Rs. [●] per annum.

10.2 **Further Sub-Lease**

10.2.1 The Developer may enter into Agreements with End Users for transfers in the form of further sub-lease, as the case may be, of the Units comprised in the Developer’s Allocation in the Commercial Development Area and realise monies from End Users in connection with such transfers in the form of further sub-lease of the Units Provided However that the End Users be made aware of and the following clauses be made an
express part of such Agreements / Transfer in the form of Further Sub-Lease with the End Users –

a) All amounts payable by an End User are meant for the Developer alone and CSTC takes no responsibility in that regard.

b) CSTC shall not be liable to in any way to the End User for entering into such Agreement, for payment of money to the Developer or on any other head or account whatsoever.

c) CSTC expressly disclaims all responsibility towards such End User and/or the Units in respect of which such Agreement is made with the End User and the End User release from all liability in this connection whatsoever.

d) The Developer shall not be entitled to create possessory right or give possession of Units comprised in the Developer's Allocation in the Commercial Development Area or any part thereof to End Users, till such time CSTC's Allocation is handed over to CSTC in terms of this Agreement.

e) Only after the Sub-Lease is entered into by CSTC in favour of the Developer in respect of the Developer's Allocation in the Commercial Development Area, the Developer may grant /transfers in the form of further sub-lease with the End Users in respect of the Units on such terms and conditions not inconsistent with the terms of this Agreement and the Sub-Lease.

f) The Developer is a sub-lessee only in respect of the structures comprising the Developer's Allocation in the Commercial Development Area and has no freehold or leasehold right title and interest in the land comprised in the Site or part thereof, except for proportionate share or interest in land underneath the structures. Likewise, no freehold and leasehold right and interest in the land of the Site can be transferred by the Developer to the End Users except as stated above.
10.2.2 The terms and conditions of the transfers in the form of further Sub-Lease shall include the following:

a) The transfer in the form of further Sub-Lease shall be subject to the terms and conditions stipulated herein as well as in the Sub-Lease. The Sub-Lease shall accordingly mutatis mutandis apply to such transfers in the nature of further Sub-Lease. The transfers in the nature of further Sub-Lease shall specifically stipulate that all right title and interest over the Site and the Commercial Development Area after expiry or sooner determination of Sub-Lease shall vest in CSTC without any claim or demand for compensation or otherwise by the Developer or the End Users.

b) Any violation of the terms and conditions of the Sub-Lease by the End Users or the Developer will result in automatic termination of the transfer in the nature of further Sub-Lease.

c) The End User agrees and undertakes that the transfer in the form of further Sub-Lease shall be co-terminus with the Sub-Lease.

d) The End User and Developer shall indemnify CSTC in respect of any claim made against CSTC by any statutory / other authority or any other party with regard to violation of the Sub-Lease.

10.3 Use of Property

10.3.1 The Sub-Lease shall be granted by CSTC in respect of the Developer's Allocation in the Commercial Development Area to the Developer who shall be entitled in accordance with the terms and conditions of this Agreement to grant transfers in the form of further sub-lease thereof to the End Users for any purpose not contrary to law for the time being in force.

10.3.2 The End User shall not carry on or be permit to be carried on in the Commercial Development Area or any part thereof any offensive noisy or dangerous trade business
manufacture or occupation nor use the same or allow the same to be used for any illegal or immoral purpose nor do anything whereby any disturbance or annoyance may be caused but will use the same only for the purpose mentioned above and comply with all Applicable Laws in this regard.

10.3.3 The Developer and the End Users will not do or allow to be done in or about the Commercial Development Area anything which will be detrimental to the value of the CSTC’s Allocation or damage the same in any way.

10.3.4 The End Users may assign or further sub-lease or deal with or dispose of the area comprised in their occupation on the terms and conditions not inconsistent with the terms of the Sub-Lease or such Deed of transfer in the form of further sub-lease and subject to indemnifying CSTC against all losses costs claims demands and damages which CSTC may suffer or be put to in respect of or arising out of such further transfer.

10.4 Rent and Other Expenses

10.4.1 In addition to the sub-lease rental, the End User shall bear pay to the operation and maintenance agency of the Commercial Development Area all costs including proportionate rent of the Sub-Lease, the operation and maintenance expenses, water consumption, etc as may be stipulated by the operations and maintenance agreement.

10.4.2 The End User shall pay and discharge proportionately all present and future taxes, duties and levies including but not limited to municipal tax and any such other tax leviable by any government or semi-government, regulatory or local municipal authority as per the Applicable Law.

10.5 Miscellaneous

10.5.1 The End User shall at all times during subsistence of the further Sub-Lease upon receipt of 24 hours previous notice in writing allow CSTC, its men agents and servants to enter into the further sub-leased / sub-let area and view the condition thereof and give or leave notice of any defect in such condition and when such defect has been caused by any
act or default on the part of the End User, its servants or agents or when the End User is otherwise liable to make good the same the End User shall make good such defect within 15 days after such notice has been given or left.

**ARTICLE - XI**

**OPERATION AND MAINTENANCE OF THE COMMERCIAL DEVELOPMENT AREA**

11.1 The Developer shall be responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

11.2 The Developer may nominate any of its Affiliate or group companies for carrying out operation and maintenance activities for the Commercial Development Area.

11.3 Upon formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area, the Developer may nominate such association / society / company for carrying out operation and maintenance activities for the Commercial Development Area.

**ARTICLE - XII**

**LIQUIDATED DAMAGES**

12.1 Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Developer under this Agreement, the Developer shall pay to CSTC, liquidated damages at the rate of 1% of the total cost for the development of CSTC’s Allocation ("Project Cost") per week for not meeting the Project Implementation Schedule Provided
such liquidated damages shall not in aggregate exceed 10% of the Project Cost ("Liquidated Damages For Delay"). In case delay exceeds 70 (seventy) days, CSTC, shall be entitled to terminate this Agreement. The Project Cost will be calculated as the product of Total Area of CSTC's Allocation (as specified in SCHEDULE - III hereof) in sq. ft. and the construction cost @ Rs. 2,000/- (Rupees Two thousand only) per sq. ft.

12.2 The payment of Liquidated Damages For Delay does not in any way relieve the Developer from any of its obligations and liabilities under this Agreement.

12.3 The sums for liquidated damages as set out in this Article represent a genuine pre-estimate of the damages likely to be suffered by CSTC if such delay occurs. The parties agree that the losses that will actually be sustained by CSTC are uncertain and impossible to determine with precision and the sums set out in this Article seek to limit the potential liability of the Developer and constitute liquidated damages and not a penalty.

12.4 If this Article (or any part hereof) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle CSTC from claiming liquidated damages, CSTC is entitled to claim against the Developer damages at law for the Developer's delay.

**ARTICLE - XIII**

**DEFAULT**

13.1 In addition to any other event of default appearing in any other provisions of this Agreement, the following events shall be construed as events of default on the part of the Developer ("Developer Event of Default"): 

i) If the Developer fails to pay within the stipulated time period, to CSTC or any Person nominated by\CSTC any amounts due and payable under this Agreement;

ii) If the Developer shall wholly or partially suspend the development of the CSTC's Allocation and the Commercial Development Area;
iii) If the Developer does not meet milestones for completion of CSTC’s Allocation and the Commercial Development Area as per the Project Implementation Schedule;

iv) If there shall be any Material Breach of any of the obligations on the part of the Developer contained in this Agreement.

vii) If the Developer shall have a receiver administrator or administrative receiver appointed in respect of the whole or a substantial part of its assets;

viii) If the Developer is declared insolvent.

13.2 Upon the occurrence of Developer Event of Default, the following procedure shall apply:

(a) CSTC may give a default notice to the Developer, specifying in reasonable detail the Developer Event of Default, giving rise to such default notice and demanding remedy thereof within a period of 15 days ("Cure Period"); and

(b) During the Cure Period, the Parties shall consult as to what steps shall be taken with a view to:

i. mitigating the consequences of; and

ii. curing such Developer Event of Default.

(c) At the expiry of the Cure Period, if the applicable Developer Event of Default has not been cured and the Parties have not agreed to extend the Cure Period, CSTC may terminate this Agreement by giving a termination notice to the Developer, whereupon this Agreement shall terminate on the date specified for termination in the termination notice or such later date as the Parties shall have agreed ("Termination Date").

13.3 In addition to any other remedies available to CSTC under this Agreement, in law or in equity, on the Termination Date:

13.3.1 The development right of the Developer shall stand terminated.
13.3.2 The Developer shall transfer, assign and deliver to CSTC free and clear of any encumbrances, vacant and peaceful possession of the Site along with the buildings, facilities and structures constructed on, over, at or under it and its right, title and interest in and to the Developer’s Allocation.

13.3.3 CSTC shall have the right to appoint a new contractor or developer for development of the CSTC’s Allocation and the Commercial Development Area.

13.3.4 The Developer shall hand over to CSTC all documents including project drawings, manuals, designs, documents, information and records relating to the development of the CSTC’s Allocation and the Commercial Development Area without any claim for compensation and CSTC shall be at liberty to use such project drawings, manuals, designs, documents, information and records relating to the development of the CSTC’s Allocation and the Commercial Development Area for furtherance of the project through a new contractor or developer or by itself and such use shall also not be construed as any infringement of the intellectual property rights of the Developer.

13.3.5 The Developer shall at its cost remove from the Site all such moveable assets which are not taken over by CSTC. In the event the Developer fails to remove such objects within the stipulated time, CSTC may remove and transport or cause removal and transportation of such objects, after giving the Developer notice of its intention to do so. The Developer shall be liable to bear the cost and the risk of such removal, transportation and storage.

13.3.6 The Developer shall also furnish all such information, take all such other action and shall cooperate with CSTC as CSTC shall reasonably require in order to effectuate an orderly and systematic termination of Developer’s duties and activities hereunder and an orderly and systematic transfer of duties to the Developer’s successor. Article 13.3.6 of this Agreement shall survive any termination of this Agreement.
13.3.7 All proceeds of insurance claims shall be handed over to CSTC and the Developer or Persons claiming through or under it shall have no claim thereon or rights thereto.

13.3.8 All moneys paid by the Developer to CSTC as premium shall stand forfeited to CSTC being a genuine pre-estimate of damages.

**ARTICLE - XIV**

**DEFECTS LIABILITY**

14.1 The Developer hereby undertakes to keep CSTC indemnified against all third party claims and actions arising out of any defects relating to the development of the CSTC’s Allocation and the Commercial Development Area.

14.2 The Developer shall guarantee against any defect in construction of CSTC’s Allocation and such other defects which can affect CSTC’s Allocation for a period of 2 (two) years from the Completion Date ("Defects Liability Period"). Within such period, the Developer will remedy all such defects at its cost.

**ARTICLE - XV**

**CSTC’S OBLIGATIONS**

15.1 CSTC has agreed:

i) To grant possession of the Site to the Developer within the agreed time;

i) As may be reasonably practicable, to co-operate with the Developer in all respect for the development of CSTC's Allocation and the Commercial Development Area in terms of this Agreement;
ii) To execute all legal and regulatory deeds, documents and instruments as may be necessary and/or required from time to time;

iii) For the purpose of obtaining all Consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of CSTC’s Allocation and the Commercial Development Area in accordance with the Sanctioned Building Drawings;

v) To assist and co-operate with the Developer in obtaining all Consents including Sanctioned Building Drawings with the intent and object that the Developer shall be entitled to maximize the FAR applicable to the Site.

vi) To assist and co-operate with the Developer in shifting of utilities like electricity, water connection, drains and sewers etc. Such shifting of utilities would have to done through the relevant authorities/ bodies and at the cost of the Developer.

**ARTICLE - XVI**

**INDEMNITY**

16.1 The Developer hereby undertakes to keep CSTC indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of the CSTC’s Allocation and the Commercial Development Area.

16.2 The Developer hereby undertakes to keep CSTC indemnified and indemnifies CSTC against all actions suits costs proceedings and claims that may arise out of the Developer’s action with regard to the development of the CSTC’s Allocation and the Commercial Development Area and/or in the matter of construction of the CSTC’s Allocation and the Commercial Development Area and/or for any defect therein.
16.3 If any accident or mishap takes place during construction until completion of the CSTC's Allocation and the Commercial Development Area whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors of the Professional Team and Building Contractor, the same shall be on account of the Developer and CSTC shall be fully absolved of any liability or claim thereof or therefrom.

ARTICLE - XVII

FORCE MAJEURE

17.1 Force Majeure Event

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Development Agreement, but only if and to the extent that such events and circumstances pertains to the Project or has a direct effect on the operations of the Site, which are not within the affected Party's reasonable control and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money:

(a) earthquake, flood, inundation and landslide

(b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances

(c) fire caused by reasons not attributable to the Developer or any of the employees, contractors or agents appointed by the Developer for purposes of construction of the Commercial Development Area and CSTC's Allocation

(d) acts of terrorism
(e) a change in law, resulting in material adverse effects

(f) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Developer or its contractors, war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions

(g) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Developer in any proceedings which is non-collusive and duly prosecuted by the Developer, and

(h) early determination of this Agreement by CSTC for reasons of national emergency or national security.

17.2 Exclusions from Force Majeure Event

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

(a) Unavailability, late delivery or changes in cost of plant, machinery, equipments, materials, spare parts or consumables for construction of the Commercial Development Area and CSTC's Allocation;

(b) A delay in the performance of any contractor or supplier

(c) An indirect effect on the operations

(d) Non-performance resulting from normal wear and tear and non-performance caused by, or connected with, the non-conforming party's (a) negligent or
intentional acts, errors or omission (b) failure to comply with any of the laws of India, or (c) breach of, or default under this Agreement.

17.3 Notice of Force Majeure Event

(a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

i) the nature and extent of the Force Majeure Event

ii) the estimated Force Majeure Period

iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event

iv) the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

v) any other relevant information concerning the force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.

(b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Site in order to:

i. assess the impact of the underlying Force Majeure Event,

ii. to determine the likely duration of Force Majeure Period and
iii. to formulate damage mitigation measures and steps to be undertaken by
the Parties for resumption of obligations, the performance of which shall
have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the Force Majeure Period provided to the other
Party regularly (not less than weekly) reports concerning the matters set out in
the preceding clause (b) as also any information, details or document, which the
other party may also reasonably require.

17.4 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its
obligations under this Agreement because of a Force Majeure Event, it shall be excused
from performance of such obligations to the extent it is unable to perform the same on
account of such Force Majeure Event provided that:

(a) due notice of the Force Majeure Event has been given as required by Article 17.3
above;

(b) the excuse from performance shall be of no greater scope and of no longer
duration than is necessitated by the Force Majeure Event;

(c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and
limit damage, if any, caused or is likely to be caused to the Site and the plants,
machineries and equipments situated thereat as a result of the Force Majeure
Event and to restore such facilities and the Site, in accordance with the Good
Industry Practice and its relative obligations under the Agreement;

(d) when the Affected Party is able to resume performance of its obligations under
this Agreement, it shall give to the other Party written notice to that effect and
shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;

(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which capable of being performed in accordance with this Agreement; and

(f) any insurance proceeds received shall be, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, as much as permissible, or in accordance with Good Industry Practice.

17.5 Liability for other losses, damages, etc.

Save and except as expressly provided in this clause, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relaying to or arising out of occurrence or existence of any Force Majeure Event.

ARTICLE – XVIII

SECURITY INTEREST

18.1 For the purpose of undertaking development of CSTC’s Allocation and the Commercial Development Area:

a) The Developer shall be entitled to create security interest over its own assets in the Commercial Development Area not including CSTC’s Allocation.
b) The Developer shall have the right to assign this Agreement for the purpose of financing of the development of the Commercial Development Area to scheduled commercial banks and financial institutions.

**ARTICLE - XIX**

**MISCELLANEOUS**

19.1 **Relationship of the Parties**

This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.

19.2 **Entire Agreement**

This Agreement together with the document of Request for Proposal constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersede all previous agreements or arrangements between the Parties.

19.3 **Costs**

Each Party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. Stamp duty and the registration charges in respect of this Agreement shall be paid borne by the Developer.

19.4 **Notices**

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved,
be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by speed post) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

CSTC Address:

Developer Address:

19.5 Waiver

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

19.6 Time is of the essence

Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

19.7 Severability
If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.8 Continued Liability

Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

19.9 Modification

The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

19.10 Binding Effect

This Agreement shall be binding on the parties hereto and their respective successors and assigns.

19.11 Mutual Co-operation

Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

19.12 Assignment
This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of CSTC, in writing prior had and obtained.

19.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19.14 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

19.15 Survival

The provisions of Article 6 (Developer's Representations, Warranties and Covenants); Article 13 (Default); Article 20.2 (Arbitration); Article 19.4 (Notices); Article 19.16 (Confidentiality) shall survive the expiry or prior termination of this Agreement.

19.16 Confidentiality

(a) No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with CSTC's Allocation and the Commercial Development Area any information which is by its nature or is marked as proprietary material or "confidential", concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, that a Party, with the written consent of the other Party, may issue
press releases containing non-sensitive information in relation to the progress of
the development of CSTC’s Allocation and the Commercial Development Area.
This provision shall not apply to information:

(i) already in the public domain, otherwise than by breach of this
    Agreement;

(ii) already in the possession of the receiving Party on a lawful basis before
     it was received from the other Party in connection with this Agreement
     and which was not obtained under any obligation of confidentiality;

(iii) obtained from a third party who is free to divulge the same and which
     was not obtained under any obligation of confidentiality;

(iv) which is required to be disclosed by judicial, administrative or stock
     exchange process, any enquiry, investigation, action, suit, proceeding or
     claim or otherwise by or under any Applicable Law or by any
government authority.

19.17 Jurisdiction

Courts at Kolkata shall have exclusive jurisdiction in respect of all interim applications
and other proceedings arising out of this Agreement.

ARTICLE - XX

ARBITRATION

20.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Parties in connection
with construction, interpretation or application of any terms and conditions or any
matter or thing in any way connected with or in connection with or arising out of this
Agreement, whether before or after the termination of this Agreement, then the Parties
shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

20.2 Arbitration

20.2.1 Arbitrators

In the event the dispute or difference or claim, as the case may be, is not resolved within sixty (60) days of reference for amicable settlement, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The substantive law for the arbitration shall be Indian law. The sole Arbitrator shall be appointed by the Principal Secretary of the Transport Department of the Government within a period of 30 days of a request to him in writing by the party invoking arbitration.

20.2.2 Place of Arbitration

The place of arbitration shall be Kolkata, the arbitration hearings, if required, can be held elsewhere from time to time by mutual agreement of the parties.

20.2.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

20.2.4 Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party.
20.2.5 **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**SCHEDULE – I ABOVE REFERRED TO:**

(Description of said premises)

[ Set Out ]

**SCHEDULE – II ABOVE REFERRED TO:**

(Description of Site)

[ Set Out ]

**SCHEDULE – III ABOVE REFERRED TO:**
(Description of CSTC’s Allocation)

[ Set Out ]

SCHEDULE – IV ABOVE REFERRED TO:

(Specifications)

(Material and Technical Specifications)

[ Set Out ]

SCHEDULE – V ABOVE REFERRED TO:

(Project Implementation Schedule)

(Milestones)

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Maximum time period for completion</th>
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<tr>
<td>Phase – I</td>
<td>Submission and approval of Draft Building Drawings</td>
<td>[●] days from Commencement Date</td>
</tr>
<tr>
<td>Phase – II</td>
<td>Completion of construction of CSTC’s Allocation</td>
<td>24 months from the date of handover of possession of the Site</td>
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<tr>
<td>Phase – III</td>
<td>Completion of construction of the</td>
<td>60 months from the date of</td>
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<tr>
<td><strong>Commercial Development Area and obtaining notice of completion from a certified LBS/LBA</strong></td>
<td><strong>handover of possession of the Site</strong></td>
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<tr>
<td><strong>Obtaining full Occupancy Certificate in respect of the Project from the relevant municipal/ panchayat body</strong></td>
<td>[●] months from the completion of construction of the Commercial Development Area</td>
<td></td>
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</table>
IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written

SIGNED AND DELIVERED on behalf of by its Managing Director, Mr. [●] at Kolkata pursuant to authorization granted to him by the Board of CSTC at its meeting held on [●] in the presence of:

SIGNED AND DELIVERED on behalf of the Developer [●] by its [●], Mr. [●] at Kolkata in the presence of:

DATED THIS ...... DAY OF ............... 2016
BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION ... []

AND

[•]

... DEVELOPER

DEVELOPMENT AGREEMENT
APPENDIX X: TECHNICAL PROPOSAL LETTER
(On the letterhead of the bidder/lead member of the consortium)

Dated: [●]

To
Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001.

Sub: Technical Proposal for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the THAKURPUKUR Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 14 dated 18th July 2016, we, having examined the RfP Document and understood their contents, hereby submit our Technical Proposal for the aforesaid Project.

2. We acknowledge that the Department/Technical Proposal Committee will be relying on the information provided in the Technical Proposal and the documents accompanying the bid for selection of the contractor/lessee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.

3. This statement is made for the express purpose for our selection as Sub-Lessee for the above mentioned project.

4. We shall make available to the Department/Technical Proposal Committee any additional information it may find necessary or require to supplement or evaluate our Technical Proposal.

5. We acknowledge the right of the Department/Technical Proposal Committee to reject our Technical Proposal without assigning any reason or otherwise and hereby waive, to
the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.

6. We undertake that if the Project is awarded to us, we will meet the Construction Requirements and other specifications as such other rules and regulations as has been stipulated in the RfP as may be applicable from time to time.

7. We also undertake to meet the extant laws, rules and regulations of the Government of India, the Government of West Bengal, local, municipal, planning & development authorities and other competent authorities of the concerned jurisdiction area, the environmental norms of both the Government of West Bengal and the Government of India and all other rules and regulations as may be applicable.

8. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Technical Proposal that you may receive nor to invite the bidders to submit their Technical Proposals for the Project, without incurring any liability to the bidders, in accordance with clause 1.16 of the RfP document.

9. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department/Technical Proposal Committee in connection with the evaluation of the Technical Proposals, or in connection with the evaluation process itself, in respect of the above mentioned Project and the terms and implementation thereof.

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)

Place: (Name and seal of the bidder/ lead member)
APPENDIX XI: MODEL SUBSTITUTION AGREEMENT

THIS AGREEMENT made this [●] day of [●],[●]

BETWEEN

[●], a company incorporated under the Companies Act, 1956, / limited liability partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ office at [●], hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or permitted assigns) of the FIRST PART

AND

(where the Developer is a consortium)

{…………, a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at .........../ residing at ......................... (hereinafter referred to as the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{.........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at .........../ residing at ......................... (hereinafter referred to as the "1st Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND
{..........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at ........../ residing at ................. (hereinafter referred to as the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The Lead Member, 1st Consortium Member and the 2nd Consortium Member hereinafter collectively referred to as the “CONFIRMING PARTIES OF THE DEVELOPER” of the FIRST PART.

AND

.................................. (Financial Institution/ Bank) having its Registered Office/ Office at ———— ———— ———— ———— ———— ———— ———— ———— ———— ———— hereinafter referred to as "the LENDER"which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes of the SECOND PART.

AND

CALCUTTA STATE TRANSPORT CORPORATIONa Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [•], hereinafter referred to as “CSTC (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or and assigns) of the THIRD PART.

WHEREAS:

A. has entered into a Development Agreement dated ..................with the Developer (the "Development Agreement") for construction of the’s Allocation and the Developer’s Allocation in accordance with construction specifications(the “Project”)as specified in the RfP Document issued by the Transport Department for Development and Lease of Certain Structures together with proportionate share or interest in an identified
land parcel within at Thakurpukur Depot of Calcutta State Transport Corporation vide RfP No. 14 dated 18th July 2016, and a copy of which is annexed hereto and marked as Annexure-A to form part of this Agreement.

B. The Lender has agreed to finance the Project in accordance with the terms and conditions set forth in the Loan Agreement, entered into with the Developer.

C. The Lender has requested CSTC to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Developer to a nominated company/LLP in accordance with the provisions of this Agreement and the Development Agreement, in the event of future failures on the part of the Developer to pay the Debt Dues arising out of the Loan Agreement(s) with the Lender.

D. With a view to facilitate financing of the Project, CSTC and the Developer have agreed to enter into Substitution Agreement being these presents with the Lender.

NOW, THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

"Agreement" means this agreement and includes any amendment or modification made to this agreement in accordance with the provisions hereof.
"Development Agreement" means the Development Agreement referred to in Recital (A) above and annexed hereto as Annexure - A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Loan Agreement(s) or a continuous default in servicing debt thereunder by the Developer for a minimum period of 3 (three) months.

"Notice of Financial Default" shall have the meaning ascribed to in Article 3.2.1.

"Residual Development Period" means the period which shall be the remainder of the Development Period computed from the date of issuance of Notice of Financial Default by the Lender.

"Parties" means the parties to this Agreement collectively and 'Party" shall mean any of the Parties to this Agreement individually;

"Selectee" means a company/ limited liability partnership proposed by the Lender pursuant to this Agreement and approved by CSTC for substituting the Developer for the Residual Development Period, in accordance with the provisions of this Agreement.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Agreement and not defined herein but defined in the Development Agreement and/or the RFP shall, unless repugnant to the context, have the meaning ascribed thereto in the Development Agreement and/or the RFP.
1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Article-I of the Development Agreement shall apply, mutatis mutandis, to this Agreement.

**ARTICLE 2- ASSIGNMENT**

2.1 Assignment of rights and title

The Developer hereby agrees to assign its rights, title and interest in the Development Agreement to, and in favour of the Lender pursuant to and in accordance with the provisions of this Agreement and the Development Agreement by way of security in respect of financing by the Lender under the Loan Agreement(s).

**ARTICLE 3- SUBSTITUTION OF THE DEVELOPER**

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Article 2.1, the Lender shall be entitled to substitute the Developer by a Selectee under and in accordance with the provisions of this Agreement and the Development Agreement.

3.1.2 CST thereby agrees to substitute the Developer by endorsement on the Development Agreement in favour of the Selectee selected by the Lender in accordance with this Agreement (For the avoidance of doubt, the Lender shall not be entitled to undertake the Project either individually or collectively).

3.2 Substitution upon occurrence of Financial Default
3.2.1 Upon occurrence of a Financial Default, the Lender may issue a notice to the Developer (the "Notice of Financial Default") along with particulars thereof, and send a copy to CSTC for its information and record. A Notice of Financial Default under this Article, shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Developer for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lender may, without prejudice to any of its rights or remedies under this Agreement or the Loan Agreement(s), substitute the Developer by a Selectee in accordance with the provisions of this Agreement.

3.2.3 At any time after issue of Notice of Financial Default, the Lender may by notice require CSTC to suspend all the rights of the Developer and upon receipt of such notice, CSTC shall undertake suspension of the Development Agreement, unless CSTC deem that such suspension shall be detrimental to its interest. The aforesaid suspension shall be revoked if the Financial Default is cured by the Developer within a period of 15 days (Cure Period) as prescribed in Article 13.2 of the Development Agreement, and in the event such Financial Default is not cured within the Cure Period, upon being informed by the Lender, CSTC may terminate the Development Agreement forthwith by issuing a termination notice in accordance with the provisions of the Development Agreement; provided that upon written request from the Lender and the Developer, CSTC may extend the aforesaid period of 90 (ninety) days by a period not exceeding 30 (thirty) days.

3.3 Substitution upon occurrence of Developer Event of Default

3.3.1 Upon occurrence of a Developer Event of Default, CSTC shall by a notice inform the Lender of its intention to issue a termination notice and grant 15 (fifteen) days time to
the Lender to make a representation, stating the intention to substitute the Developer by a Selectee.

3.3.2 In the event that the Lender makes a representation to CSTC within the period of 15 (fifteen) days specified in Article 3.3.1, stating that it intends to substitute the Developer by a Selectee who would rectify the Developer’s Event of Default on the terms contained in the Development Agreement, the Lender shall be entitled to undertake and complete the substitution of the Developer by a Selectee in accordance with the provisions of this Agreement within a period of 90 (ninety) days from the date of such representation, and CSTC shall either withhold termination and/or suspend the rights of the Developer for the aforesaid period of 90 (ninety) days; provided that upon written request from the Lender and the Developer, CSTC shall extend the aforesaid period of 90 (ninety) days by a period not exceeding 30 (thirty) days.

3.4 Procedure for substitution

3.4.1 CSTC and the Developer hereby agree that upon expiry of the Cure Period from the date of Notice of Financial Default or the date of representation to CSTC under Article 3.3.2, in the case of a Developer Event of Default, as the case may be, the Lender may invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the transfer of the Project including the right of development to the Selectee upon such Selectee’s assumption of the liabilities and the obligations of the Developer from towards CSTC under the Development Agreement towards the Lender under the Loan Agreement(s).

3.4.2 To be eligible for substitution in place of the Developer, the Selectee shall be required to fulfill the eligibility criteria that were laid down by Transport Department for shortlisting the bidders for award of the right of development and lease of future structures and such
other conditions as CSTC may impose having regard to situation prevailing at such time to be substituted in place of the Developer.

3.4.3 Upon selection of a Selectee, the Lender shall request CSTC to:

a) accede to transfer to the Selectee the rights and obligations including but not limited to construction of the Project in accordance with the Development Agreement, of the Developer under the Development Agreement; and

b) endorse and transfer the Development Agreement to the Selectee on the same terms and conditions, for the Residual Development Period.

3.4.4 If CSTC has any objection to the carry out the substitution in favour of the Selectee in accordance with this Agreement, it shall within 15(fifteen) days from the date of proposal made by the Lender, give its decision in this regard. In the event of CSTC deciding against the transfer of the Development Agreement to the Selectee, the Lender may propose another Selectee whereupon the procedure set forth in this Article 3.4 shall be followed for substitution of such Selectee in place of the Developer.

3.5 Selection to be binding

The decision of CSTC in selection of the Selectee shall be final and binding on the Developer and the Lender. The Developer irrevocably agrees and waives any right to challenge the actions of the Lender or CSTC taken pursuant to this Agreement including the transfer/novation/ assignment/ endorsement of the Development Agreement in favour of the Selectee. The Developer agrees and confirms that it shall not have any right to seek revaluation of assets comprised in the Project or the Developer's shares. The Lender agrees that the Lender shall have no liability towards CSTC for the Debt Dues.

3.6 Not to affect the rights of the CSTC
Nothing herein contained shall be deemed to affect the rights of CSTC arising out of the Development Agreement, in case of Developer’s Event of default, or otherwise.

**ARTICLE 4 - TERMINATION OF DEVELOPMENT AGREEMENT**

4.1 **Termination upon occurrence of Financial Default**

After expiry of the Cure Period from the issue of a Notice of Financial Default, the Lender may by a notice in writing require CSTC to terminate the Development Agreement forthwith, and upon receipt of such notice, CSTC may terminate the Development Agreement, unless CSTC deem that such termination shall be detrimental to its interest.

4.2 **Termination when no Selectee is selected**

In the event that no Selectee acceptable to CSTC is selected and recommended by the Lender within the period of 90 (ninety) days or any extension thereof as set forth in Article 3.3.2, CSTC may terminate the Development Agreement forthwith in accordance with the provisions thereof.

4.3 **Realisation of Debts Due**

CSTC and the Developer hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lender is entitled to receive from the Developer, without any further reference to or consent of the Developer, the Debts Due upon termination of the Development Agreement and/ or the Loan Agreement(s) executed between the Lender and the Developer.

**ARTICLE 5- DISPUTE RESOLUTION**
5.1 **Arbitration**

In the event if any dispute or difference or claim of any kind arises between the Parties arising out of this Agreement and cannot be amicably resolved by the Parties, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The substantive law for the arbitration shall be Indian law. The sole Arbitrator shall be appointed by the Principal Secretary of the Transport Department of the Government within a period of 30 days of a request to him in writing by the party invoking arbitration.

5.2 **Place of Arbitration**

The place of arbitration shall be Kolkata, the arbitration hearings, if required, can be held elsewhere from time to time by mutual agreement of the parties.

5.3 **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

5.4 **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party.

5.5 **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such
ARTICLE 6- MISCELLANEOUS

6.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Kolkata shall have the jurisdiction over matters arising out of or relating to this Agreement.

6.2 Priority of agreements

In the event of any conflict between the Development Agreement and this Agreement the provisions contained in the Development Agreement shall prevail over this Agreement.

6.3 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representative of the Parties.

6.4 Waiver

6.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement; b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and c) shall not affect the validity or enforceability of this Agreement in any manner.
6.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

6.5 **No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

6.6 **Survival**

6.6.1 Termination shall:

a) not relieve the Developer or the Lender, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

6.6.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

6.7 **Severability**

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or
enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

6.8 Successors and assigns

This Agreement shall be binding on and shall inure to the benefits of the Parties and their respective successors and permitted assigns.

6.9 Notices

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by speed post) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

Developer's Address:

Lender's Address:

CSTC Address:
6.10 **Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

6.11 **Authorised representative**

Each of the Parties shall be notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

6.12 **Original Document**

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written

**SIGNED AND DELIVERED** on behalf of the

**Developer**[●] by its [●], Mr. [●] at Kolkata in the presence of:
SIGNED AND DELIVERED on behalf of the Lender[•] by its [•], Mr. [•] at Kolkata in the presence of:

SIGNED AND DELIVERED on behalf of the CALCUTTA STATE TRANSPORT CORPORATION by its Managing Director, Mr. [•] at Kolkata pursuant to authorization granted to him by the Board of CSTC at its meeting held on [•] in the presence of:

DATED THIS ...... DAY OF ................., 20......

BETWEEN

[•]

... DEVELOPER
AND

[•]

... LENDER

AND

CALCUTTA STATE
TRANSPORT
CORPORATION

... CONFIRMING PARTY

SUBSTITUTION AGREEMENT
REQUEST FOR PROPOSAL

FOR

DEVELOPMENT AND LEASE OF CERTAIN STRUCTURES AND AREAS
TOGETHER WITH PROPORTIONATE SHARE OR INTEREST IN AN
IDENTIFIED LAND PARCEL WITHIN THE
SARSUNA DEPOT OF
CALCUTTA STATE TRANSPORT CORPORATION

TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL

FOR & ON BEHALF OF
CALCUTTA STATE TRANSPORT CORPORATION

RfP No. 15 dated 18th July 2016
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## GLOSSARY

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The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. Capitalized terms not defined in the RfP shall have the meaning as defined in the Development Agreement or the Deed of Sub-Lease, as applicable.
DISCLAIMER

The information contained in this Request for Proposal document (the “RfP”) or subsequently provided to the bidder(s), whether verbally or in documentary or any other form by or on behalf of Transport Department, Government of West Bengal (for short the “Department”), any State Transport Undertakings (STUs) or any of their employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is neither an offer nor invitation by the Department to the prospective bidders or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in making their bids pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by the Department. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses the bidding documents. The assumptions, assessments, statements and information contained in this RfP may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from the appropriate sources.

Information provided in this RfP to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or
authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Department, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way for participation in this bid stage.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RfP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfP. The issue of this RfP does not imply in any way that the Department is bound to grant right of development or sub-lease of the constructed and developed structures to the Selected Bidder and the Department reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its bid. All such costs and expenses
will remain with the bidder and the Department shall not be liable in any manner whatsoever for
the same or for any other costs or other expenses incurred by a bidder in preparation or
submission of the bid, regardless of the conduct or outcome of the bidding process.

In particular, the Department shall not be responsible / liable for any latent or evident defect or
character of the site or its title or any other related aspect including but not limited to the
following:

(a) Soil testing/investigations;
(b) Availability of ground water;
(c) Availability and / or provisions for utilities such as electricity, water supply, etc.;
(d) Site drainage;
(e) Site approach;
(f) All statutory permissions from various authorities including approvals from town
   planning or other authorities as per the Central Government / Government of West
   Bengal / Municipal/ Panchayat Acts/ Rules/ Guidelines/ Norms;
(g) All applicable rent, rates, duties, cess and taxes, if any;
(h) All applicable statutory laws and provisions;
(i) Technical and financial feasibility of the Project (the term Project being defined in clause
   1.1.4)

Any character or requirement of the site, which may be deemed to be necessary by the bidder
should be independently established and verified by the bidder.
1. INTRODUCTION

1.1 Background

1.1.1 The Government of West Bengal (the “GoWB”) owns and controls several State Transport Undertakings (STUs) which provide public transport services. The Transport Department is the administrative department and the nodal agency for these STUs. These STUs possess assets in the form of lands at the depots / terminuses from where they manage their bus and/or tram operations.

1.1.2 The depots/ terminuses are, typically, used for the purposes of parking buses and/or trams and/ or undertaking repairs, maintenance, washing and testing of vehicles, storing inventory, refueling buses, laying and repairing of tram tracks, and/or for providing a loop for tram movements. Some of the depots/ terminuses also contain offices and staff quarters.

1.1.3 One such STU, Calcutta State Transport Corporation has approved of a proposal for optimal utilization of land resources of its depots and has requested and duly authorised the GoWB to conduct the entire bid process. The GoWB through its Transport Department has taken up the bid process.

1.1.4 Sarsuna Depot of Calcutta State Transport Corporation (for short “CSTC”) at premises No. 190, Sarsuna Main Road, Kolkata – 700061 is one such depot identified by transaction advisors appointed by the Government with potential for such utilization. It appears that the potential of the land resource of such depot can be unlocked by grant of development right over an identified land parcel within such depot, to a Selected Bidder and a right to obtain on sub-lease the structures so constructed and developed except certain structures which are to be made over to CSTC for their depot and other activities and together with proportionate undivided share or interest in the land of such depot or an identified land parcel within such depot, as the case may be in proportion to the
structures of which sub-lease is obtained by the Selected Bidder (the “Project”). The Project would result in the areas and structures to be made over to CSTC (“CSTC’s allocation’s”) and other structures to be developed and constructed in the depot, which may be commercially utilized by the Selected Bidder (the “Commercial Development Area”) for any legally permissible use.

1.1.5 The Selected Bidder who offers the highest Financial Bid, is otherwise qualified in terms of this document, whose Technical Proposal is evaluated to be Technically Sufficient and who is issued a LOI by the Department would be entitled to develop such depot or an identified land parcel within such depot, as the case may be. CSTC’s allocation in such development would comprise of certain agreed structures and areas thereon for exclusive use of CSTC, to be constructed and developed within the time fixed for the same and according to the requirements and specifications laid down by CSTC (the “Construction Requirements”, as specified in Appendix III hereof). The Selected Bidder would be given a sub-lease of the remaining structures of the depot (being the Commercial Development Area), together with basements for creating car parking spaces, together with proportionate undivided share or interest in the land of the identified land parcel within such depot and would be entitled to commercially utilise the same. The Selected Bidder would be entitled to issue letters of allotment of proposed developed spaces comprised in the Developer’s allocation to third parties after execution of the Development Agreement and would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/ Financial Institutions by creating charge/ mortgage in favour of such Scheduled Banks/ Financial Institutions over its rights hereunder without however in any manner creating or foisting any liability on CSTC. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Development Agreement and the proposed sub-lease, CSTC would have no financial
obligation towards the lending institution. The Selected Bidder would also be required to construct separate and independent means of access, either elevated or at the ground level, as found feasible and agreeable by CSTC, for the Commercial Development Area, which would not interfere with the depot activities and which would serve as exclusive means of access to such Commercial Development Area.

1.1.6 The Selected Bidder’s scope of work may be divided into the following phases:

1.1.6.1 **Phase I: Pre-construction/ planning Phase**

- Preparation of Detailed Project Specifications (the “DPS”) consisting of detailed architectural drawings, sanctionable building plan and other related documents, namely procedure and methodology for construction, quality assurance plan and engineering & construction time schedule. The DPS should conform to the Technical Proposal submitted earlier by the Selected Bidder as part of its bid. The DPS should be prepared according to extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations will prevail. The DPS should contain the requirements for both CSTC’s allocation and the Commercial Development Area of the Project.

- Obtaining approval of the DPS from the CSTC/Department and/or other independent engineers/ third parties engaged by CSTC/Department for this purpose.

- Obtaining all statutory approvals and sanctions from the appropriate authorities. Such approvals would be applied for in the name of CSTC on the strength of a Power of Attorney which will be granted in favour of the Selected Bidder (as per Appendix VII hereof). All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder, who shall also be entitled to all refunds of the same (if any) from the appropriate authorities.
1.1.6.2 Phase II: Construction of CSTC’s allocation (as per Appendix III hereof)

Phase

- Taking over possession of the identified land parcel within such depot from CSTC.
- Demolition and removal of existing structures, buildings and other such structures of CSTC.
- Construction of CSTC’s allocation as per the approved DPS, which meets the minimum Construction Requirements specified for CSTC’s allocation.
- Construction of parts of the Commercial Development Area which need to be constructed before handing over of CSTC’s allocation to CSTC.
- Handing over of CSTC’s allocation to CSTC, free of cost, as per the Construction Requirements specified in Appendix III hereof and within the time frame specified in Appendix I: Data Sheet hereof to the satisfaction of CSTC.

1.1.6.3 Phase III: Construction of the Commercial Development Area Phase and thereafter

- Construction of the Commercial Development Area of the Project and obtaining full Occupancy Certificate in respect of the Project.
- Entering into a Deed of Sub-Lease (as per Appendix VI hereof) with CSTC with right *inter alia* to transfer the Commercial Development Area.
- Commercially utilize the Commercial Development Area of the Project.
- Post completion of construction of the Commercial Development Area, till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area and taking over such responsibility by such association, society or company, the Selected Bidder shall also be responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.
All the rights and entitlements of the Selected Bidder mentioned above shall be subject to its due performance of all terms, conditions and covenants contained herein and on its part to be paid, observed and performed including as to payment of Financial Bid amount as required to be paid, rent and other payments required to be paid in terms of this RfP or the Deed of Sub-Lease or otherwise.

1.1.7 Through a competitive and transparent bidding process of selection of bidder to whom such right of development and sub-lease would be granted, the Department expects to generate substantial revenue which can be used by the GoWB and/ or CSTC for various purposes, including, inter alia for adjustment of dues of CSTC to the GoWB, further improvement of CSTC operations, other developmental works in the State and other causes and reasons.

1.1.8 While the designs and drawings for the Project shall be the responsibility of the Selected Bidder, the design of CSTC’s allocation shall have to be prepared according to CSTC’s Construction Requirements (as specified in Appendix III hereof) and approved by CSTC/Department and/or other independent engineers/ third parties engaged by CSTC/Department prior to its submission to appropriate authorities for obtaining statutory sanctions.

1.2 Project details

1.2.1 In the circumstances, on behalf of CSTC, GoWB through its Transport Department hereby invites offers from prospective bidders for grant of right of development on an identified land parcel of the abovementioned depot and for obtaining a sub-lease of the structures other than the structures and areas to be made over to CSTC as its allocation, together with parking rights in the basements, together with proportionate undivided share or interest in the land of the identified land parcel within such depot.

1.2.2 Such identified land parcel, is presently being used by CSTC for its depot activities and possession of the identified land parcel within such depot, for the purpose of carrying out
such construction and development, will be made over to the Selected Bidder within the
timeframe specified in Appendix I: Data Sheet hereof.

1.2.3 The bidder who is qualified as per the eligibility criteria contained in this document,
whose Technical Proposal is evaluated to be Technically Sufficient and whose bid is
found to be otherwise satisfactory, acceptable and sufficient by the Department and who
submits the highest Financial Bid for the right to construct and develop the Project and
sub-lease of the Commercial Development Area of the Project, to be constructed by such
bidder on the identified land parcel within such depot, would be declared the Selected
Bidder (the “Selected Bidder”).

1.2.4 The Department has decided to go in for a single-stage three-envelope competitive bid
process for selection of such Selected Bidder. The first envelope would be the
Qualification Bid, the second envelope would be the Technical Proposal and the third
envelope would be the Financial Bid.

1.2.5 Urban Development Department has observed that exemption for the said land parcel
under the Urban Land (Ceiling and Regulation) Act, 1976 will be granted to the Selected
Bidder by the Urban Development Department, GoWB on a case to case basis on priority.

1.2.6 The Selected Bidder may put to use the Commercial Development Area (not being CSTC's
allocation) to any legally permissible use, provided however that construction of the
Commercial Development Area must be completed in all respects and notice of
completion obtained in the event the Project is sanctioned by the Kolkata Municipal
Corporation from a certified Licensed Building Surveyor (LBS)/ Licensed Building
Architect (LBA) or in absence thereof, the Project Management Consultant, as defined
later, within 36 months from the date of handing over of possession PROVIDED
HOWEVER that CSTC may at its discretion on an application being made to it by the
Selected Bidder and on payment of such fees or penalty, by whatever name called, as may
be fixed by CSTC from time to time, grant to the Selected Bidder such extension of time to
commence and/or complete construction, if acceptable to CSTC of the said structure on the identified land parcel within such depot, for such period as CSTC may determine FURTHER PROVIDED HOWEVER that upon failure of the Selected Bidder to comply with such covenant to commence and complete construction of the Project within the time originally fixed or as may be extended by CSTC, the development and other rights granted by CSTC shall stand to be terminated by CSTC and CSTC shall be entitled to re-enter into or upon the land parcel and resume possession thereof on forfeiture of all amounts paid by the Selected Bidder to CSTC. The full cost of construction and development of the Project, consisting of both CSTC's allocation and the Commercial Development Area, as per agreed designs and drawings and agreed specifications shall have to be borne by the Selected Bidder.

1.2.7 The ownership and title of all structures and areas of the Project shall at all times remain with CSTC and the Selected Bidder shall be given a sub-lease, as the case may be only of the Commercial Development Area (not being part of CSTC's allocation), including basements together with proportionate undivided share or interest in the land of the identified land parcel within such depot.

1.2.8 The term of the sub-lease shall be for a period of 99 (ninety nine) years. The sub-lease may be renewed by the sub-lessee for 1 (one) like term on an application by the sub-lessee seeking such renewal made not before 1(one) year prior to expiry of the initial term. The terms and conditions of the renewed sub-lease will be as maybe mutually agreed by the sub-lessee and the sub-lessee, at the time of renewal of the sub-lease.

1.2.9 The other terms and conditions of the sub-lease are as contained in the proforma Deed of Sub-Lease ("the Deed of Sub-Lease", as the case may be) which is enclosed as Appendix VI hereof.
1.2.10 The Premium for the Sub-Lease (the “Sub-Lease Premium”) will be 95% (ninety five per cent) of the Financial Bid quoted by the highest bidder who is declared as the Selected Bidder by the Department.

1.2.11 Sub-Lease rent of 0.3% (zero point three per cent) of the Financial Bid quoted by the highest bidder who is declared as the Selected Bidder shall be payable, per annum for the period of sub-lease.

1.2.12 Prospective bidders will have to pay the bid document cost (amount as specified in Appendix I: Data Sheet hereof) by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof. Prospective bidders should carry a covering letter (on the letterhead of the bidder) addressed to the Designated Officer (as specified in Appendix I: Data Sheet hereof), mentioning the depot(s) for which they intend to pay the bid document cost along with the Demand Draft details and the bidder's particulars for communication (including email address). The Demand Draft should be issued by a Scheduled Commercial Bank in India; for the avoidance of doubt, “Scheduled Commercial Bank” shall mean a scheduled commercial bank as per the extant rules and regulations of the Reserve Bank of India. The bid document cost has to be paid in advance at the office of the Designated Officer for this Project (as specified in Appendix I: Data Sheet hereof) as per the schedule specified in Appendix I: Data Sheet hereof and a receipt obtained (to be issued by CSTC/Department on a printed receipt pad) against such payment. This receipt has to be produced for attending the site-visit and the pre-bid conference and also submitted along with the Qualification Bid to be submitted by bidders.

1.2.13 CSTC has through its legal consultants examined its title on such depot and after examination of the title to depot, CSTC represents that it is duly authorised to grant right of construction of structures on such land and sub-lease of constructed structures (being the Commercial Development Area) together with proportionate undivided share or
interest in the identified land parcel within such depot. However, a bidder may conduct a
due diligence exercise with regard to the interest of CSTC to such depot or identified land
parcel of the depot, as the case may be and would be deemed to have familiarised itself
with the status of infrastructural facilities and other conditions appearing at the site
before submitting its bid. Copies of title documents of the identified land parcel of the
depot, would be made available at pre-notified date to the bidders who have paid the bid
document cost and on production of receipt of such payment. Right of construction on
the identified depot land and sub-lease would thus be given on as-is-where-is basis and
the bidder must satisfy itself in respect of the interest of CSTC prior to submission of its
bid. No claim on this account would be entertained by the Department or CSTC at any
stage.

1.2.14 Prior to opening of the Financial Bids, a Reserve Price (the "Reserve Price") will be fixed
by the Department. In the event that all Financial Bids which are opened are found to be
below the Reserve Price, the Department may invite fresh bids for the Project. The
Reserve Price will not be fixed before the bidders submit their Financial Bids. Since the
Reserve Price will be fixed before Financial Bids are opened, the Department or GoWB,
while fixing the Reserve Price, shall not have knowledge of the Financial Bids received,
thus ensuring that the fixing of the Reserve Price is not influenced by such knowledge.
The transaction advisors will not finalize Reserve Price, to prevent any conflict of
interest. All bidders are provided comfort accordingly.

1.2.15 The Department would organize a site visit, the details of which would be communicated
in due course to the bidders who have paid the bid document cost and have provided
details for communication. A pre-bid conference/meeting would also be held, and the
date, time and venue for the same would be communicated to such bidders.

1.3 Bidding process

Bidding process, as aforesaid shall be a single-stage three-envelope process.
• The first envelope should contain the documents for satisfaction of eligibility criteria i.e. the Qualification Bid of the bidder.
• The second envelope should contain the Technical Proposal of the bidder for undertaking construction and development of the Project.
• The third envelope should contain the Financial Bid, quoting the Financial Bid being offered by the bidders.
• Each of the three envelopes should be sealed; the name of the bidder along with the name of the depot for which they are submitting the bid should be clearly written on each of the three envelopes. All the three envelopes should be put inside a fourth larger outer envelope which should be sealed before submission by the bidder.

1.4 Qualification Bid

1.4.1 The Qualification Bid (the “Qualification Bid”) shall be submitted in the formats specified in Appendix IV hereof. The eligibility criteria are as mentioned below.

1.4.2 Any company registered in India, registered Indian partnership firm, consortium of such registered partnership firms and/or companies may participate in the bid except for GoWB Undertakings/ GoWB Enterprises/ GoWB autonomous bodies, who are ineligible from participating in the bid.

1.4.3 In the event the bidder is a consortium, it has to comply with the following requirements:

(a) The number of members of the consortium shall not be more than 3.

(b) The members of the consortium shall enclose a Joint Bidding Agreement (the “Joint Bidding Agreement”) in the format given in Annexure F of Appendix IV hereof which shall inter alia set forth the respective shares of the members of the consortium to contribute to the financial obligations of the consortium and shall nominate one of its members (acting through a named officer) to be the lead member of the consortium who will also be entitled to represent such consortium
before the Department through a Power of Attorney signed by all the members of the consortium as per the format given in Annexure D of Appendix IV hereof.

(c) In the event the consortium is the Selected Bidder, the consortium must incorporate itself as a Company registered under the Companies Act, 1956 (including any subsequent enactment thereof) or limited liability partnership under the Limited Liability Partnership Act, 2008 immediately following the selection and prior to execution of the Power of Attorney and the Development Agreement in favour of the Selected Bidder.

(d) No change in the composition of the consortium is allowed subsequent to the submission of the bid or during the bidding process till handing over of the CSTC's allocation. In case the Selected Bidder is a consortium, the lead member of the consortium shall hold a minimum of 51% share in the consortium till Completion Date of the Project, as defined in the Development Agreement in Appendix IX hereof.

1.4.4 **Technical Capacity:** A bidder shall have commenced and completed the development (not merely as contractor) of at least one “alike” project during the period between 1 January 2009 and 31 December 2015 (the “Technical Capacity”) whose total floor area shall be at least as specified in Appendix I: Data Sheet hereof.

The following categories of buildings shall be considered as an “alike project”:

- Shopping complexes / shopping plazas / shopping malls
- Departmental stores, discount stores, hypermarkets
- Restaurants, fast food stalls, kiosks
- Offices, educational institutions, hospitals, nursing homes, commercial complexes
- Residential complexes / buildings
- Showrooms for consumer goods like garments, electronics / electrical items and general utilities.
The above list is illustrative only.

In the event, the bidder is a consortium, the technical capacity of the bidder must be fulfilled by the lead member and individual projects of other consortium members will not be taken into account or added to arrive at the technical capacity of such bidder.

1.4.5 **Financial Capacity:** A bidder must be financially sound and the minimum Net Worth of the bidder as on the last date of the financial year 2014 – 2015 shall not be less than the Financial Capacity criteria (the **Financial Capacity**) as specified in Appendix I: Data Sheet hereof.

1.4.6 For the purpose of this RfP, “**Net Worth**” shall mean as follows:

(i) The sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, reserves not available for distribution to equity shareholders and any redeemable or convertible preference shares; or

(ii) In case the bidder is a partnership firm, net worth shall mean the sum of the partners' capital account and undistributed profits.

1.4.7 In case of a consortium, the Net Worth criteria will be applied on the combined Net Worth of all the members of the consortium provided that Net Worth of the lead member constitutes at least 51% of the required Net Worth.

1.4.8 The Qualification Bid has to be accompanied by a statement of Technical Capacity as per format given in Annexure G of Appendix IV hereof; the Qualification Bid also has to be accompanied by an original certificate of Net Worth as per format given in Annexure H of Appendix IV hereof and signed by the statutory auditor of the bidder (and in case of a consortium, of all the members of the consortium) certifying the Net Worth of the bidder in clear and unambiguous terms in the said format specified in Annexure H of Appendix IV.
1.4.9  The Department’s determination of such Net Worth through its transaction advisors shall notwithstanding what is certified as aforesaid, be finally conclusive and binding. In case of doubt, the matter will be referred to the Finance Department of GoWB for its final opinion.

1.4.10  The Qualification Bid will also be accompanied by copies of audited annual report of the bidder (of each member in case the bidder is a consortium) for last 3 (three) financial years (as applicable).

1.4.11  The Qualification Bid shall be submitted in 2 copies (one original and one photocopy) in an envelope superscribed “Qualification Bid” containing the aforesaid documents. One copy shall be marked as Original and the other as Copy. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5  Technical Proposal

The Technical Proposal (the “Technical Proposal”) should consist of the following:

1.5.1  Technical Proposal Letter as per format given in Appendix X hereof, which includes an undertaking by the bidder to meet the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof.

1.5.2  Write-up on the Project, as conceptualized by the bidder.

1.5.3  Preliminary concept plan, consisting of:

- Schematic diagrams for the Project (for both CSTC’s allocation and the Commercial Development Area), consisting of the proposed front elevation, perspective and top views of the depot.

- The schematic diagram for CSTC’s allocation should clearly illustrate how the Construction Requirements of CSTC’s allocation is being met by the Technical Proposal.
Schematic diagrams should be provided for the proposed ground floor plan and typical floor plans for other floors, proposed front elevation, perspective and top views of the Commercial Development Area.

Details of existing buildings and structures (including utility service areas) proposed to be demolished along with plans for relocating them within the depot or the identified land parcel within such depot.

Areas demarcated for providing utility services – there should be separate and independent areas for providing the utility services for CSTC’s allocation and for the Commercial Development Area.

Internal traffic and pedestrian circulation plan for CSTC’s allocation, including entry and exit points and access routes/passages to the abutting roads.

Internal traffic and pedestrian circulation plan for the Commercial Development Area, including entry and exit points and access routes/passages to the abutting roads.

Areas to be reserved for statutory landscaping and green cover requirements.

The plans should clearly indicate all internal, external and height related dimensions and should also indicate the open space on each side, as mandated by extant building rules. The plan should allow for passages of sufficient width required for free movement of fire tender (for both the CSTC’s allocation and the Commercial Development Area).

1.5.4 Area statement for CSTC’s allocation as well as the Commercial Development Area; the statement should clearly specify the FAR, ground coverage, maximum height, open space and other statutory restrictions considered by the bidder in the construction plan. The area statement should also specify the areas in each floor for both CSTC’s allocation and the Commercial Development Area. While calculating the total buildable area for the Project, the bidder may consider the entire area of the depot multiplied by the applicable
FAR. The total buildable area available for the Commercial Development Area may be obtained by subtracting from the total buildable area, the sum of the buildable area required for CSTC’s allocation and the area of any additional buildings or structures to be retained by CSTC in the depot (as specified in Appendix III hereof).

1.5.5 The Technical Proposal should schematically demonstrate a high standard of appearance and aesthetic quality of the Project and shall be prepared by qualified architects.

1.5.6 The Technical Proposal should be prepared according to extant building rules (read with land use plan, if any).

1.5.7 The Technical Proposal should be submitted in both printed hard copy and soft copy in a CD. In the CD, all the drawings and diagrams should be provided in autocad format while the area and other calculations should be provided in spreadsheet format. The Technical Proposal shall be submitted in 2 copies (one original and one photocopy for the hard copy, and 2 CDs for the soft copy) in an envelope superscribed “Technical Proposal” containing the aforesaid documents and CD. One hard copy shall be marked as Original and the other as Copy. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5.8 The details of the Technical Proposal as detailed in clauses 1.5.1 to 1.5.6 above may be modified by the STU/ Department on the basis of responses received in the pre-bid conference.

1.6 Financial Bid

95% of the Financial Bid (the “Financial Bid”) shall be the one time Sub-Lease Premium payable to the Department in terms of this document. The Financial Bid shall be submitted only in 1 (one) copy in the format specified in Appendix V on the bidder’s letterhead in a sealed envelope superscribed as given below

“Financial Bid - CONFIDENTIAL
NOT TO BE OPENED BEFORE <bid due date as per the schedule specified in Appendix I: Data Sheet hereof> AND TO BE OPENED IN FRONT OF QUALIFIED AND TECHNICALLY SUFFICIENT BIDDERS”

The sealed envelope shall be enclosed along with the sealed envelope containing the Qualification Bid (this envelope shall be superscribed “Qualification Bid”) and the sealed envelope containing the Technical Proposal (this envelope shall be superscribed “Technical Proposal”) in a larger outer sealed envelope. This outer envelope containing the Qualification Bid, the Technical Proposal and the Financial Bid shall be superscribed with the name of the Project as specified in Appendix I: Data Sheet hereof and also the name and contact details of the bidder/lead member of the consortium.

1.7 Cost of bidding

The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.8 Site visit and verification of information

1.8.1 Bidders should submit their respective bids after visiting the site(s) and ascertaining for themselves the site(s) conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, emergency medical needs, applicable laws, applicable permits and regulations, and any other matter considered relevant by them. The bidders will have to satisfy themselves of the business prospects in the subject area. No compensation, claim or damages will be entertained by the Department or CSTC in this regard.

1.8.2 It shall be deemed that by submitting a bid, the bidder has:

(a) made a complete and careful examination of the bidding documents;
(b) received all relevant information requested from the Department;
(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Department relating to any of the matters referred to in clause 1.8.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in clause 1.8.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 1.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Department, or a ground for termination of the Deed of Sub-Lease; and

(f) agreed to be bound by the terms of the RfP document, the undertakings provided by it under and in terms hereof.

1.8.3 The Department shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the bidding documents including the RfP or the bidding process, including any error or mistake therein or in any information or data given by the Department.

1.9 Right to accept and to reject any or all bids

1.9.1 The Department reserves the right to verify all statements, information, drawings, diagrams and documents submitted by the bidder in response to this RfP or the bidding documents and the bidder shall, when so required by the Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Department shall not relieve the
bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department thereunder.

1.9.2 Notwithstanding anything contained in this RfP, the Department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Department rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

1.9.3 The Department reserves the right to reject any bid and appropriate the bid security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the bidder does not provide, within the time specified by the Department, supplemental information sought by the Department for evaluation of the bid.

Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If the bidder is a consortium, then the consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the bids have been opened and the highest bidder gets disqualified / rejected, then the Department reserves the right to:

(i) proceed with the remaining qualified bidders in accordance with clauses 2.6.3 and 2.6.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Department, including annulment of the bidding process.

1.9.4 In case it is found during the evaluation or at any time before construction has been commenced by the bidder or before the execution of the Development Agreement and the Power of Attorney or even after commencement of construction or execution and during subsistence of the Development Agreement, that 1 (one) or more of the eligibility criteria have not been met by the Selected Bidder or the Selected Bidder has made
material misrepresentations or has given any materially incorrect or false information or has otherwise acted in a manner intending to deceive or defraud CSTC, the bidder shall be disqualified forthwith and the LOI cancelled if construction activity has not been commenced by the bidder. If construction has been commenced or Development Agreement or Deed of Sub-Lease executed with the bidder, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RfP, be liable to be terminated/forfeited, by a communication in writing by the Department or CSTC to the bidder whereupon the Department/ CSTC shall be entitled to reenter into and resume possession upon the identified land parcel within such depot, without the Department/ CSTC being liable in any manner whatsoever to the bidder, as the case may be. In such an event, the Department/ CSTC shall also forfeit and appropriate the bid security/ performance guarantee and/ or the sub-lease premium paid as damages, which sum is agreed to be a genuine pre-estimate of damages, without prejudice to any other right or remedy that may be available to the Department/ CSTC under the bidding documents and/or the Development Agreement and/ or the Deed of Sub-Lease or otherwise.

1.10 Amendment of RfP

1.10.1 At any time prior to the deadline for submission of bids, the Department, if it deems fit and proper may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RfP by the issuance of addenda/corrigenda.

1.10.2 The Department shall not be obliged to respond to request for clarifications received from individual bidders. It shall however organize a pre-bid conference for giving answers/clarifications to questions/queries considered relevant and which are received by the Department up to the date of such pre-bid conference. Such written questions may be sent to the Designated Officer (as specified in Appendix I: Data Sheet hereof) for this
Project by post/ email/ fax with the subject line “Queries for <Project Name as specified in Appendix I: Data Sheet hereof>”. In addition to such written questions received by the Department, the Department reserves its right to answer other questions raised at such pre-bid conference and answer such of them as are considered relevant. Suggestions received at the time of pre-bid conference, may be considered by the Department and if found acceptable, the same may be accepted by the Department and the RfP document may be accordingly modified by issue of addenda/ corrigenda to such effect.

1.10.3 Any addendum issued shall be uploaded in the tenders section of the websites of the Government of West Bengal (www.banglarmukh.gov.in), the Finance Department of the Government of West Bengal (www.wbfin.nic.in) and the Calcutta State Transport Corporation (www.cstc.org.in) and intimated by email to such bidders who have paid the bid document cost and given full and valid particulars for communication.

1.10.4 In order to afford the bidders a reasonable time for taking an addendum into account, or for any other reason, the Department may, at its own discretion, extend the bid due date.

1.11 Language

The bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the issuing authority or by the Translation Departments of the High Courts/ Supreme Court of India/ any other government department/ agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

1.12 Format and signing of bid
1.12.1 The bidder shall provide all the information sought under this RfP. The Department will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/or conditional bid shall be liable to be rejected.

1.12.2 The bid shall be typed or written in indelible ink and signed by the authorised signatory of the bidder who shall also initial each page, in ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the bid shall be initialed by the person(s) signing the bid.

1.12.3 The following conditions shall be adhered to while submitting the bid:

(a) the bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed formats is insufficient. Alternatively, the bidders may modify the prescribed formats making due provision for incorporation of the requested information; and

(b) information supplied by the bidder (or constituent members if the bidder is a consortium) must apply to the bidder, member or associate named in the bid and not, unless specifically requested, to other associated companies or firms;

1.13 Bid due date

1.13.1 Bids should be submitted at the office of Designated Officer (as specified in Appendix I: Data Sheet hereof) within the bid due date as specified in Appendix I: Data Sheet hereof. A receipt of bid submission should be obtained from his office.

1.13.2 The Department may, in its sole discretion, extend the bid due date by issuing an appropriate notice in this regard at any time prior to the Qualification Bid opening date and even after the previous bid due date being so extended.

1.14 Late bids

Bids received by the Department after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected.

1.15 Contents of the bid
1.15.1 The Qualification Bid shall be furnished in the formats provided in Appendix IV hereof.

1.15.2 The Technical Proposal should contain all the details, plans and calculations as specified in clause 1.5 hereof.

1.15.3 The Financial Bid shall be furnished in the format provided in Appendix V hereof and shall consist of the quotation of the Financial Bid offered by the bidder. The bidder shall specify the Financial Bid (both in figures and words) which shall be payable in accordance with this RfP and the provisions of the Deed of Sub-Lease.

1.15.4 The Project will be awarded to the highest bidder, provided that the bidder is otherwise qualified as per the eligibility criteria and the bidder's Technical Proposal is evaluated to be Technically Sufficient and whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department.

1.15.5 The opening of bids and the bidding process may be conducted by the Department substantially in accordance with this RfP. The Department may involve its transaction advisors and their consultants for assistance in conducting the bid process.

1.16 Rejection of bids

1.16.1 Notwithstanding anything contained in this RfP, the Department reserves the right to reject any bid and to annul the bidding process and to reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Department rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

1.16.2 The Department reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any bid without assigning any reasons.

1.17 Validity of bids

The bids shall be valid for a period of not less than 1 (one) year from the bid due date. The validity of bids may be extended by mutual consent of the respective bidders and the
1.18 **Correspondence with the bidder**

Save and except as provided in this RfP, the Department shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

1.19 **Bid security**

1.19.1 The bidder shall furnish as part of its bid a bank guarantee (the “**Bank Guarantee**”) in favour of the Payee (as specified in Appendix I: Data Sheet hereof) as bid security; this should be issued by a Nationalised Bank in India and be in the format provided in Annexure E of Appendix IV and having a validity period of not less than 1 (one) year from the bid due date, as may be extended by the bidder from time to time.

1.19.2 Any bid not accompanied by the bid security shall be rejected by the Department as non-responsive.

1.19.3 For bidders who do not meet the eligibility criteria as per clauses 1.4.2, 1.4.3, 1.4.4 or 1.4.5 or whose Technical Proposal is evaluated to be Technically Insufficient, the bid security will be returned by the Department, without any interest, within 15 days of the date of the LOI or when the bidding process is cancelled by the Department, as the case may be. The bid security of the otherwise unsuccessful bidders will be returned by the Department, without any interest, within 1 (one) year of the date of the LOI or when the bidding process is cancelled by the Department, as the case may be.

1.19.4 The Selected Bidder’s bid security will be returned, without any interest, within 7 days of the bidder furnishing a performance guarantee of the amount as specified in Appendix I: Data Sheet hereof, in accordance with the provisions thereof and provided that the bidder is otherwise not in breach of the terms hereof. However, in case the Department/CSTC decides to annul the process or decides to invite fresh bids for the Project, the Selected Bidder’s bid security and payments of Sub-Lease Premium made by the Selected Bidder/Sub-Lessee up to that period of time would be returned to the Selected Bidder/
Sub-Lessee without any interest within 30 (thirty) days of such a decision being made, provided that the Selected Bidder/ Sub-Lessee is otherwise not in breach of any of the terms and conditions herein contained.

1.19.5 The Department shall be entitled to forfeit and appropriate the bid security as damages *inter alia* in any of the events specified in clause 1.19.6 herein below. The bidder, by submitting its bid pursuant to this RfP, shall be deemed to have acknowledged and confirmed that the Department will suffer loss and damage on account of default by the bidder during the bid validity period. No relaxation of any kind on bid security shall be given to any bidder.

1.19.6 The bid security shall be forfeited and appropriated by the Department as damages without prejudice to any other right or remedy that may be available to the Department under the bidding documents and/or the Deed of Sub-Lease, or otherwise, under the following conditions:

(a) If a bidder submits a non-responsive bid;

(b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 3 of this RfP;

(c) If a bidder withdraws its bid during the period of bid validity as specified in this RfP or as extended by mutual consent of the respective bidder(s) and the Department;

(d) In the case of Selected Bidder, if it fails within the specified time limit:
   (i) to sign and return the duplicate copy of the LOI;
   (ii) to make payment of the Sub-Lease Premium installments which are due;
   (iii) to execute the Development Agreement

(e) If the bidder is otherwise in breach of the terms of this document.

1.19.7 The bid security (bank guarantee) should be submitted as part of the Qualification Bid. In the original Qualification Bid, the bid security (bank guarantee) should be submitted in a
plastic jacket and be bound with the remaining papers of the Qualification Bid. For the copy of the Qualification Bid, photocopy of the bid security may be submitted.

1.20 **Priority of documents**

For the purposes of interpretation, the priority of the documents shall be as follows:

(a) the Deed of Sub-Lease

(b) the Development Agreement and

(c) the RFP document with all other Appendices.
2. **EVALUATION OF BIDS**

2.1 **Opening and evaluation of Qualification Bids**

2.1.1 The Department shall open the Qualification Bids of all bidders, whose bids are received prior to bid due date on a date and time to be informed to such bidders, who have paid the bid document cost and have intimated complete details of communication and in the presence of the bidders who choose to attend.

2.1.2 The Department will subsequently examine and evaluate the Qualification Bids. The Department may, as aforesaid, involve its transaction advisors and their consultants for such purpose.

2.1.3 To facilitate evaluation of the Qualification Bids, the Department may, at its sole discretion, seek clarifications in writing from any bidder regarding its Qualification Bid.

2.2 **Tests of responsiveness of Qualification Bids**

2.2.1 Prior to evaluation, the Department shall determine whether each Qualification Bid is responsive to the requirements of this RfP. A Qualification Bid shall be considered responsive only if:

(a) it is received as per the formats given in Appendix IV hereof;

(b) it is received by the bid due date including any extension thereof pursuant to clause 1.13.2;

(c) it is signed, sealed, hard bound and marked as stipulated in clauses 1.12.1 and 1.12.2;

(d) it is accompanied by the bid security as specified in clause 1.19;

(e) it is accompanied by the appropriate Power(s) of Attorney as per the formats given in Annexures C and D of Appendix IV hereof;

(f) it contains all the information (complete in all respects) as requested in this RfP
and/or bidding documents (in formats same as those specified);

(g) it does not contain any condition or qualification;

(h) it is accompanied by the Joint Bidding Agreement (for consortium), specific to the Project, as per the format given in Annexure F of Appendix IV hereof; and

(i) it is not otherwise non-responsive in terms hereof.

2.2.2 The Department reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Department in respect of such bid.

2.2.3 Subject to the provisions of clause 1.16.1, the bidders adjudged as responsive in terms of clause 2.2.1 and fulfilling the eligibility criteria as set forth in clauses 1.4.2, 1.4.3, 1.4.4 and 1.4.5 shall be declared as the qualified bidders. The list of qualified bidders will be uploaded in the tenders section of the websites of the Government of West Bengal (www.banglarmukh.gov.in), the Finance Department of the Government of West Bengal (www.wbfin.nic.in) and the Calcutta State Transport Corporation (www.cstc.org.in).

2.3 Opening of Technical Proposals

2.3.1 The Department shall open the Technical Proposals of all the qualified bidders, and in the presence of such qualified bidders who choose to attend.

2.3.2 The Department will subsequently examine and evaluate the Technical Proposals. The Department may, as aforesaid, involve its transaction advisors and their consultants for such purpose.

2.3.3 To facilitate evaluation of the Technical Proposals, the Department may, at its sole discretion, seek clarifications in writing from any bidder regarding its Technical Proposal.

2.4 Tests of responsiveness of Technical Proposals

2.4.1 Prior to evaluation, the Department shall determine whether each Technical Proposal is responsive to the requirements of this RfP. A Technical Proposal shall be considered
responsive only if it is received by the bid due date including any extension thereof pursuant to clause 1.13.2 and the following are submitted:

(a) Technical Proposal Letter as per format given in Appendix X hereof, including an undertaking by the bidder to meet the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof.

(b) Write-up on the Project, as conceptualized by the bidder.

(c) Preliminary concept plan, consisting of:
   - Schematic diagrams for the Project (both for CSTC’s allocation and the Commercial Development Area)
   - Details of existing buildings and structures (including utility service areas) proposed to be demolished along with relocation plans
   - Diagram for provision of utility services
   - Internal traffic and pedestrian circulation plan (both for CSTC’s allocation and the Commercial Development Area), including entry and exit points and access routes/ passages to the abutting roads.
   - Areas to be reserved for statutory landscaping and green cover requirements

(d) Area statement for the Project (both for CSTC’s allocation and the Commercial Development Area)

2.5 Evaluation of Technical Proposals

2.5.1 The Department and CSTC will set-up a Technical Proposal Evaluation Committee for evaluation of the Technical Proposals which are found to be responsive. The Committee may consist of representatives of the Department, CSTC and transaction advisors and their consultants. Bidders who are qualified and whose Technical Proposals are found to be responsive, would be required to make a presentation (in Microsoft PowerPoint or other such suitable program) on their Technical Proposal to the Technical Proposal Evaluation Committee; the date, time and venue would be intimated to the bidders by the
Department. The presentation should clearly demonstrate how the Technical Proposal fulfills the Construction Requirements of CSTC, as set forth in Appendix III hereof.

2.5.2 During or after presentation, through discussion, scope for improvement in the Technical Proposal will be given by the Technical Proposal Evaluation Committee to the bidders. The improved version of the Technical Proposal will have to be submitted by the bidders within 10 days from the date of presentation.

2.5.3 In case the Technical Proposal (including the improved version thereof) demonstrates fulfillment of the Construction Requirements (as given in Appendix III hereof), it shall be evaluated as per the Evaluation Criteria specified in Appendix III A hereof.

2.5.4 Each member of the Technical Proposal Evaluation Committee shall evaluate each Technical Proposal (including the improved version thereof) and would award marks out of 100 to such Technical Proposals. The Technical Proposal (including the improved version thereof) would first be evaluated in terms of its fulfillment of the Construction Requirements of CSTC’s allocation (as per Appendix III hereof). In the event the Technical Proposal (including the improved version thereof) does not demonstrate fulfillment of the Construction Requirements, it shall be considered to be Technically Insufficient and it shall not be evaluated any further.

2.5.5 The final marks for each Technical Proposal (including the improved version thereof) shall be the arithmetic average of the individual marks awarded by each member of the Technical Proposal Evaluation Committee. The marking of the Technical Proposal Evaluation Committee shall be final.

2.5.6 The Technical Proposals which secure 70% or more marks would be considered to be Technically Sufficient; the Technical Proposals which fail to secure 70% marks would be considered to be Technically Insufficient.

2.6 Selection of bidder
2.6.1 The Financial Bids of only those bidders whose Technical Proposals are Technically Sufficient would be opened; only such bidders shall be invited for opening of the Financial Bids. The Financial Bids of other bidders will not be opened.

2.6.2 Subject to what is contained hereinbefore, the qualified bidder and whose Technical Proposal is Technically Sufficient, quoting the highest Financial Bid shall be declared as the Selected Bidder. In case the Selected Bidder decides to withdraw from the bid process, the Department shall forfeit its bid security in accordance with clause 1.19.6.

2.6.3 In the event the Financial Bids of 2 (two) or more bidders, who are qualified and whose Technical Proposals are Technically Sufficient, are the same (the “tie bidders”), the Department shall hold an auction amongst such tie bidders only and shall declare such of them who has offered the highest price in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a higher price than that already offered in its Financial Bid. In the event the highest bidder withdraws or is not declared as the Selected Bidder, the Department may invite fresh bids for the Project.

2.6.4 After selection of the Selected Bidder, a letter of intimation of award of contract (for short “LOI”) to such Selected Bidder shall be issued, in duplicate, by the Department within 30 (thirty days) of opening of the Financial Bids. The Selected Bidder shall, within 15 (fifteen) days of the date of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof along with the 1st installment payment of 10% of the Financial Bid by way of Demand Draft drawn on any Scheduled Commercial Bank (payable in
Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder along with the 1st installment payment is not received by the stipulated date, the Department may, appropriate the bid security of such bidder as damages on account of failure of the Selected Bidder to accept the LOI and may invite fresh bids for the Project.

2.7 Payment details

The Selected Bidder must pay the Sub-Lease Premium, which is 95% of the Financial Bid, in 4 (four) instalments as detailed below:

i) 1st instalment payment of 10% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, within 15 days of the LOI, and signing and returning the duplicate copy of the LOI in acknowledgement thereof.

ii) 2nd installment payment of 5% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, at the time of execution of Development Agreement and Power of Attorney in favour of the Selected Bidder to be executed within 15 days from the date of confirmation of payment of 1st installment payment of 10% of the Financial Bid. In the event a consortium is the Selected Bidder, the consortium must incorporate itself as a company registered under the Companies Act, 1956 (or any subsequent enactment thereof) or limited liability partnership under the Limited Liability Partnership Act, 2008 immediately following the selection and prior to execution of the Power of Attorney and the Development Agreement. Along with the 2nd installment payment, the Selected Bidder would also have to furnish a performance guarantee of the amount as specified in Appendix I: Data Sheet, as per the format specified in Appendix VIII hereof.
iii) 3rd installment payment of 5% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, along with submission of the DPS to CSTC (for review or approval) or 3 months from the date of execution of Development Agreement and Power of Attorney, whichever is earlier.

iv) 4th installment payment of 75% of the Financial Bid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet hereof, within 30 days of intimation of handing over of possession of the site by CSTC.

All demand drafts as aforesaid are to be drawn on any Scheduled Commercial Bank. Failure to make the payments as per above schedule will lead to cancellation of the LOI, forfeiture of the bid security/ performance guarantee as well as forfeiture of any earlier instalment payment(s)made by the Selected Bidder. Upon such failure, the Selected Bidder shall also not be eligible to participate in any tender or RfP issued by the Department or CSTC for a period of 2 (two) years from the date of such failure.

2.8 Contacts during bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Department makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Department or CSTC, and/ or their employees/ representatives on matters related to the bids under consideration.

2.9 Pre-construction/ planning phase (Phase I)

2.9.1 The Selected Bidder shall replace the bid security by a performance guarantee for construction (in favour of CSTC) in the form of a bank guarantee (as per format specified in Appendix VIII hereof) of the amount as specified in Appendix I: Data Sheet hereof,
which shall be furnished along with the 2\textsuperscript{nd} installment payment of 5% of the Financial Bid, after which the bid security bank guarantee shall be returned by the Department to the Selected Bidder duly discharged. The bank guarantee should be issued by a Nationalized Bank in India and be as per the format provided in Appendix VIII hereof. Failure to provide such performance guarantee issued by a Nationalised Bank shall entitle the Department to invoke the bid security bank guarantee treating the Selected Bidder in default of its covenants contained hereunder. Such performance guarantee shall be kept valid initially for a period of 120 days after the stipulated Completion Date of the Project, as defined in the Development Agreement in Appendix IX hereof and thereafter extended from time to time for a period of 120 days beyond extended time for completion of such building allowed by CSTC. CSTC shall be entitled to invoke such bank guarantee (in whole or part) for the purpose of realization of all amounts due to it on account of liquidated damages. In the event, partial invocation is required to be made by CSTC, the Selected Bidder shall cause the issuing bank to issue additional guarantee for the amount so invoked within a period of 15 days so that at all material times the performance guarantee by way of bank guarantee is available with the Department for the entire sum so required to be furnished in terms of this RfP document and failure to do so will entail invocation of the whole of the guarantee.

2.9.2 Within 15 days of confirmation of payment of the 1\textsuperscript{st} installment of 10% of the Financial Bid by the Selected Bidder, CSTC and the Selected Bidder shall enter into a formal Development Agreement to enable the Selected Bidder to carry out the development and construction in terms hereof. Simultaneously, CSTC shall also execute a Power of Attorney in favour of the Selected Bidder. The form of the Power of Attorney and the Development Agreement are as given in Appendices VII and IX hereof respectively. All costs on account of stamp duty and registration fees of such Power of Attorney and Development Agreement shall be paid by the Selected Bidder.
2.9.3 The building plan for the building(s) on the depot or in an identified land parcel within such depot, as the case may be, will have to be submitted for sanction to the municipal authorities by the Selected Bidder in the name of CSTC on the strength of the Power of Attorney to be granted in favour of the Selected Bidder (as per Appendix VII hereof). The detailed architectural designs and drawings, specifications of construction and other aspects relating to safety and structural stability of the proposed construction along with a sanctionable building plan shall have to be submitted by the Selected Bidder as part of the DPS submitted to CSTC /Department for review and approval within 3 months of execution of Power of Attorney and Development Agreement, and shall have to be approved by CSTC /Department prior to application for sanction. CSTC /Department may engage independent engineers/ third parties for the approval of the DPS submitted by the Selected Bidder. The building plan for both CSTC’s allocation and the Commercial Development Area should be in accordance to the Technical Proposal submitted by the Selected Bidder as part of its bid or with such modification and/or variations, as may be approved by CSTC.

2.9.4 During preparation of the DPS, the Selected Bidder may incorporate improvements suggested/ approved by CSTC. Such improvements need to be particularly highlighted in the DPS submitted to CSTC for review and approval. Such improvements would only be approved by CSTC if they conform to the Construction Requirements of CSTC’s allocation, as specified in Appendix III hereof. The building plans and other drawings submitted to CSTC would be reviewed according to extant building rules and such rules will prevail over anything contained in this document. All costs and fees payable for such sanction shall be paid and borne by the Selected Bidder, who shall also be entitled to all refunds of the same (if any) from the appropriate authorities.

2.9.5 The Selected Bidder shall maintain a high standard in the appearance and aesthetic quality of the Project as demonstrated schematically in the Technical Proposal of the bid
submitted to CSTC /Department. The Selected Bidder shall engage qualified architects for ensuring the above.

2.9.6 Once sanctioned, an original set of building plans (party’s copy) shall be made over to CSTC which shall remain the property of CSTC. The Selected Bidder shall be entitled to make use of the certified copy of the said plans issued by the sanctioning authorities, which shall remain with the Selected Bidder and made use by it for this Project. A set of approved drawings and upon sanction, a set of sanctioned drawings, countersigned by CSTC as well as the Selected Bidder shall be made over to the Department for its record also.

2.10 Construction phase for CSTC’s allocation (Phase II)

2.10.1 Within the time period as specified in Appendix I: Data Sheet hereof, provided that all amounts to be paid by the Selected Bidder till such time and the performance guarantee are received within the specified timeframe, CSTC will hand over to the Selected Bidder possession of the depot or in an identified land parcel within such depot, as the case may be to the Selected Bidder, to enable the Selected Bidder to carry out construction activities in terms of this RfP.

2.10.2 During construction, the title of depot or the identified land parcel within such depot, as the case may be, on which construction is to be made will continue to be in the name of CSTC. Application for obtaining statutory and other clearances from the Government departments and authorities such as the appropriate municipal authorities will have to be made on behalf of CSTC. The Selected Bidder will have to make such application on behalf of CSTC on the strength of Power of Attorney issued for such purpose. The Selected Bidder agrees to indemnify and keep CSTC, the Department and the GoWB saved harmless and indemnified for all losses, claims and demands which CSTC, the Department or the GoWB or any of its officers may suffer or be put to by reason of any
act done by the Selected Bidder on the strength of such Power of Attorney or otherwise as Constituted Attorney of CSTC.

2.10.3 Construction of CSTC’s allocation shall be completed in all respects and made over to CSTC within the time specified in Appendix I: Data Sheet hereof. Failure to complete such construction or achieve set targets and/or milestones as fixed by CSTC shall render the Selected Bidder liable to pay damages to CSTC in completion of construction and handover of possession of CSTC’s allocation to CSTC complete in all respect. The rate at which such damages shall be payable is specified in Appendix I: Data Sheet hereof.

2.11 **Construction phase for the Commercial Development Area (Phase III)**

2.11.1 The Selected Bidder may put to use the Commercial Development Area (not being CSTC’s allocation) to any legally permissible use, provided however that construction of the Commercial Development Area must be completed in all respects and notice of completion obtained in the event the Project is sanctioned by the Kolkata Municipal Corporation from a certified Licensed Building Surveyor (LBS)/ Licensed Building Architect (LBA) or in absence thereof, the Project Management Consultant, as defined later within 36 months from the date of handing over of possession.

2.11.2 The Selected Bidder will also obtain the full Occupancy Certificate in respect of the Project from Kolkata Municipal Corporation only after which CSTC will grant to the Selected Bidder the Deed of Sub-Lease of the Commercial Development Area as per the proforma Deed of Sub-Lease provided in Appendix VI hereof.

2.11.3 After completion of construction of the Commercial Development Area and till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area and taking over such responsibility by such association, society or company, the Selected Bidder/ Sub-Lessee shall also be
responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

2.12 Commencement of sub-lease

2.12.1 The date of commencement of sub-lease will be the date of Occupancy Certificate being obtained from the municipal authorities, in respect of such completed structures. The Selected Bidder may enter into agreements for further sub-lease/transfer of such spaces to be constructed and forming part of the Selected Bidder’s allocation in the proposed building on terms and conditions not inconsistent with or contrary to the terms of the proposed Deed of Sub-Lease and only after CSTC’s allocation has been handed over to CSTC complete in all respects. All such third party interests which the Selected Bidder may create shall be at the risk and responsibility of the Selected Bidder. CSTC shall not be required to be a party to any such agreement or arrangement that the Selected Bidder may have with any third party and any document that the Selected Bidder may enter into with third parties shall contain a clause that CSTC shall not be responsible in any manner to the third party and the third party waives and agrees not to claim any relief against CSTC /Government for any breach of the Selected Bidder vis-a-vis such third party.

2.12.2 Upon sub-lease being granted, the Selected Bidder shall apply to the municipal authorities for separation and separate assessment of the sub-leased area for tax, mutation and municipal purposes. CSTC shall have no objection if the sub-leased area is mutated in the land and municipal records in the name of the Selected Bidder as its sub-lessee.

2.13 Deed of Sub-Lease

Within 15 days of receipt of Occupancy Certificate of the Project so constructed and developed on the depot or the identified land parcel, CSTC shall send to the Selected Bidder, the Deed of Sub-Lease of the structures for being stamped and made ready for execution and registration by the Selected Bidder. The Selected Bidder will, within 15
days of receiving such document, get the same stamped and made ready for execution by
CSTC and registration of the same. All costs, charges and expenses for getting such Deed
of Sub-Lease prepared, signed and registered shall be to the account of the Selected
Bidder. Failure to have the Deed of Sub-Lease made ready for execution and registration
within the time aforesaid will be considered to be a breach of the terms of the sub-lease
and of this RfP document entitling the CSTC /Department to all rights hereunder
including of invocation of guarantees lying with the CSTC /Department.
3. **FRAUD AND CORRUPT PRACTICES**

3.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Development Agreement, the LOI or the Deed of Sub-Lease, the Department may reject a bid, direct cessation of construction, withdraw the LOI, or terminate the Deed of Sub-Lease, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or Sub-Lessee, as the case may be, if it determines that the Selected Bidder or Sub-Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Department shall be entitled to forfeit and appropriate the bid security and/or bank guarantee for performance guarantee as damages without prejudice to any other right or remedy that may be available to the Department under the bidding documents and/or the Deed of Sub-Lease, or otherwise and the Department/CSTC shall not be liable to make payment of any compensation or reimburse the expenses incurred by the Selected Bidder prior to such rejection, including refund of the Sub-Lease Premium and/or sub-lease rent.

3.2 Without prejudice to the rights of the Department under clause 3.1 hereinabove and the rights and remedies which the Department may have under the LOI, the Development Agreement or the Deed of Sub-Lease, or otherwise if a bidder or Sub-Lessee, as the case may be, is found by the CSTC/Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the commencement of construction or after the issue of the LOI or the execution of the
Development Agreement or the Deed of Sub-Lease, such bidder or Sub-Lessee shall not be eligible to participate in any tender or RfP issued by CSTC or the Department during a period of 2 (two) years from the date such bidder or sub-lessee, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.3 For the purposes of this clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department or CSTC who is or has been associated in any manner, directly or indirectly with the bidding process or the LOI or has dealt with matters concerning the Development Agreement or the Deed of Sub-Lease or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the bidding process);

b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Department or CSTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
4. SITE VISIT AND PRE-BID CONFERENCE

4.1 The site visit and the pre-bid conference shall be held on a date/dates to be informed as aforesaid. A maximum of 3 (three) representatives of each bidder shall be allowed to attend the site visit and the pre-bid conference. The representatives of each bidder should carry the receipt of payment of bid document cost in order to attend the site visit and the pre-bid conference.

4.2 During the site visit the identified land parcel in the depot suitably demarcated, will be shown to the bidders. At the time of the site visit, such parcel may contain various plant and machinery, equipment, buildings, structures and boundary walls belonging to CSTC. CSTC reserves its right to remove at or any time prior to handover of possession of any part of such parcel to the Selected Bidder, all such items of plant and machinery, equipment, buildings and structures lying at or installed in the said land parcel, without being bound to do so. For any such items not so removed by CSTC, the Selected Bidder shall be free to deal with the same as it so wishes at its risk and costs.
5. MISCELLANEOUS

5.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata, West Bengal alone shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

5.2 The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;

b) consult with any bidder in order to receive clarification or further information;

c) retain any information and/ or evidence submitted to the Department by, on behalf of, and/ or in relation to any bidder; or

d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

5.3 It shall be deemed that by submitting the bid, the bidder agrees and releases the Department and CSTC, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 No right to accrue

No right shall accrue in favour of the Selected Bidder till the 1st and 2nd installment payment totaling to 15% of the Financial Bid is received from such bidder and the bidder is otherwise not in breach of any of the terms and conditions herein contained.
6. **OTHER TERMS & CONDITIONS**

A bidder shall abide by the following conditions. Failure to do so will lead to disqualification of a bidder and forfeiture of the bid security:

6.1 A bidder shall submit only one bid either singly or as part of a consortium.

6.2 All forms must be signed by an authorised signatory of the bidder and stamped with the rubber stamp/ common seal of the bidder/ lead member of the consortium.

6.3 A photocopy of this RfP together with any subsequent addendum/ corrigendum/ clarifications issued by the Department/ CSTC in this regard, duly initialed in token of its acceptance, on all pages with rubber stamp/ common seal of the bidder/ lead member of the consortium must be returned with the Qualification Bid.

6.4 Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of the present RfP document, the bidding process, the adequacy or sufficiency of price, or the sub-lease to be granted in favour of the Selected Bidder which cannot be settled by mutual negotiation within 60 (sixty) days, shall be referred to the sole arbitration of an Arbitrator to be appointed by the Principal Secretary of the Transport Department of the GoWB. Such arbitration shall be held according to the provisions of the Arbitration and Conciliation Act, 1996 and any modification or reenactment thereto. The venue of the arbitration proceedings shall be at Kolkata and language of the arbitration shall be English. The arbitration award shall be final and binding upon the parties and the parties agree to be bound thereby and to act accordingly. When any dispute has been referred to arbitration, except for the matters in dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations.

6.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.
6.6 The Department reserves its right to waive non-substantial deviations without being bound to do so.

6.7 The bidding documents including this RfP and all attached documents are and shall remain the property of the Department and are transmitted to the bidders solely for the purpose of preparation and the submission of a bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this clause shall also apply mutatis mutandis to bids and all other documents submitted by the bidders. The Department will not return any bid or any information provided along therewith.

6.8 A bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. All bidders so found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall forfeit and appropriate the bid security as loss as determined by the Department and damages likely to be suffered and incurred by the Department and not by way of penalty for, inter alia, the time, cost and effort of the Department, including consideration of such bidder’s proposal (the “damages”), without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise. Without limiting the generality of the above, a bidder shall be considered to have a Conflict of Interest that affects the bidding process, if:

(a) the bidder, its member or associate (or any constituent thereof) and any other bidder, its member or associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a bidder, its member or an associate thereof (or any shareholder thereof having a shareholding of more than 5% [five per cent] of the paid up and subscribed share capital of such bidder, member or associate, as the case may be), in the other
bidder(s), its member or associate is less than 5% (five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956 or by the Central/ a State Government or their instrumentalities. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such bidder is also a constituent of another bidder; or

(c) such bidder, its member or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, its member or associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or associate; or

(d) such bidder has the same legal representative as any other bidder; or

(e) such bidder or any associate thereof has a relationship with another bidder or
any associate thereof, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the bid of either or each of the other bidder; or

(f) such bidder has participated as a consultant to the Department in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a bidder is a consortium, then the term bidder as used in this clause, shall include each member of such consortium.

For purposes of this RfP, "associate" means, in relation to the bidder/consortium member, a person who controls, is controlled by, or is under the common control with such bidder/consortium member. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
APPENDICES
## APPENDIX I: DATA SHEET

| Sl. No. | **Name of Project:** Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation  
**Name of STU/ Lessor:** Calcutta State Transport Corporation  
**Ownership of the STU/ Lessor:** CSTC is a Road Transport Corporation under the Road Transport Corporations Act, 1950, under the Transport Department, Government of West Bengal. The land comprising the identified land parcel of the Sarsuna Depot was acquired by GoWB by invoking the provisions of West Bengal Land (Requisition & Acquisition) Act, 1948 after which possession of the same was duly obtained by CSTC. |
| --- | --- |
| 2 | **Project Details:**  
**Name of Depot/ Terminus:** Sarsuna  
**Area of the total depot:** 18.7 cottahs more or less  
**Area of identified land parcel within the depot:** 13 cottahs, more or less,  
**CSTC’s allocation:** As described in Appendix III hereof |
| 3 | **Bid document cost:** Rs. 1,00,000/- [Rupees One Lakh only] to be paid by way of Demand Draft (payable in Kolkata) in favour of the Payee, as specified below |
| 4 | **Amount of Bid Security:** Rs. 11,00,000/- (Rupees Eleven Lakhs only) |
| 5 | **Amount of Performance Guarantee to be furnished by Selected Bidder:** Rs. 6,00,000/- (Rupees Six Lakhs only) |
| 6 | **Name of Payee:** CSTC - Depot Land Commercial Utilisation A/c |
| 7 | **Designated Officer:**  
Special Secretary, Transport Department, Government of West Bengal |
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation)

Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001.
Tel: 91-33-2262 7274; Fax: 91-33-2262 7057/5412;
Email: js.transport.gowb@gmail.com

8 Eligibility Criteria

Technical Capacity: Minimum floor area of at least 1,220 sq. m. in the last seven full calendar years (i.e. between 1st January 2009 and 31st December 2015)

Financial Capacity: Net Worth of at least Rs. 82,00,000/- (Rupees Eighty Two Lakhs only) as on the last date of the financial year 2014-15

9 Tentative schedule of bidding process

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of RfP</td>
<td>18th July 2016</td>
</tr>
<tr>
<td>Last date for receiving bid document cost</td>
<td>12th September till 4 pm</td>
</tr>
<tr>
<td>Bid due date and time</td>
<td>19th September till 4 pm</td>
</tr>
</tbody>
</table>

10 Tentative payment & construction schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Timeline</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of confirmation of payment 1st installment payment of 10% of the Financial Bid by the Selected Bidder (to be called the Zero Date)</td>
<td>Within 15 days from issue of LOI</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td>Execution of Power of Attorney and Development Agreement by CSTC (upon Selected Bidder making 2nd installment payment of 5% of the Financial Bid as well as furnishing the performance guarantee)</td>
<td>15 days from Zero Date</td>
<td>CSTC</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Phase I</th>
<th>Submission of DPS along with 3rd installment payment of 5% of the Financial Bid</th>
<th>Within 3 months of execution of Power of Attorney and Development Agreement</th>
<th>Selected Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approval of DPS</td>
<td>Within 30 days of submission</td>
<td>CSTC / Department</td>
</tr>
<tr>
<td>Phase II</td>
<td>Notice of intimation for handover of possession of site</td>
<td>Within 9 months of date of LOI</td>
<td>CSTC</td>
</tr>
<tr>
<td></td>
<td>Payment of 4th installment of 75% of the Financial Bid by Selected Bidder</td>
<td>Within 30 days of notice of intimation of handover of possession of site</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td></td>
<td>Handover of possession of site to Selected Bidder.</td>
<td>Within 30 days of confirmation of payment of 4th installment</td>
<td>CSTC</td>
</tr>
<tr>
<td></td>
<td>Completion of construction of CSTC’s allocation</td>
<td>Within 12 months of handover of possession of site</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td></td>
<td>Acceptance of construction of CSTC’s allocation by CSTC and grant of permission by CSTC to Selected Bidder and submission of the partial completion certificate of the STUs</td>
<td>Within 60 days of Selected Bidder’s communication on completion of construction of CSTC’s allocation</td>
<td>CSTC / Department</td>
</tr>
<tr>
<td>Phase III</td>
<td>Completion of construction of the Commercial Development Area and obtaining notice of completion from a certified LBS/LBA</td>
<td>Within 36 months of handover of possession of site</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td></td>
<td>Obtaining full Occupancy Certificate in respect of the Project from Kolkata Municipal Corporation</td>
<td>As required</td>
<td>Selected Bidder</td>
</tr>
<tr>
<td></td>
<td>Execution of Deed of Sub-Lease</td>
<td>Within 30 days of receipt of the full Occupancy Certificate</td>
<td>CSTC and Selected Bidder</td>
</tr>
</tbody>
</table>

11 Diagram and layout of the identified land parcel within the depot: Please see Appendix II and III.

12 Damages payable to CSTC for delays in completion of construction and handing over
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>of possession of CSTC’s allocation to CSTC</strong></td>
<td>As specified in clause 12.1 of the Development Agreement</td>
</tr>
<tr>
<td><strong>13</strong></td>
<td>Specifications of CSTC’s allocation: See Appendix III</td>
</tr>
<tr>
<td><strong>14</strong></td>
<td>Approximate timeframe required by CSTC for handover of the identified land parcel within the depot: 11 months from date of LOI</td>
</tr>
</tbody>
</table>
APPENDIX II: PROJECT BRIEF

CSTC intends to utilize potential of land of the Sarsuna Depot. An area of more or less 13 cottahs has been demarcated in the said depot, with frontage on Jadav Ghosh Road. Presently the area contains the buses of the depot. The Selected Bidder shall be allowed to construct, in the area demarcated in such Depot, without causing undue disruption and disturbance to depot activities of CSTC in other portions. The diagram of the depot is attached overleaf.

Construction of basement is allowed as per extant building rules.

Any construction must be in accordance with the National Building Code of India and also other applicable laws, rules and regulations. The Selected Bidder will have to create the minimum off-street car parking spaces as specified by extant building rules and municipal bye-laws and observe all building rules and regulations.
Map of Project Site

Area of the depot: 18 cotah 11 ch 40 sq ft
Area to be leased out 13 K (Approx.)

PROPOSED DEVELOPMENT PLAN
NOTE: ALL DIMENSIONS ARE IN METRE

CALCUTTA STATE TRANSPORT CORPORATION
SARSUNA B.T

Chunil Mechanical Engineer
Calcutta State Transport Corporation
APPENDIX III: CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS OF CSTC’s ALLOCATION

CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS OF CSTC’s ALLOCATION for SARUSNA DEPOT

The Construction Requirements include:

<table>
<thead>
<tr>
<th>Depot Requirements (to be constructed on the ground floor)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Segregated entry &amp; driveway for buses from external road to depot</td>
<td>Minimum width of 5.5 m</td>
<td>1 No.</td>
</tr>
<tr>
<td></td>
<td>Maximum slope: 1 in 12</td>
<td></td>
</tr>
<tr>
<td>2. Segregated exit &amp; driveway for buses from depot to external road</td>
<td>Minimum width of 5.5 m</td>
<td>1 No.</td>
</tr>
<tr>
<td></td>
<td>Maximum slope: 1 in 12</td>
<td></td>
</tr>
<tr>
<td>3. Paved (concreted) area for bus parking and circulation with drive way of 5.5 m width connecting entry &amp; exit gates to parking slots</td>
<td>As required for smooth movement of buses, maneuvering and parking</td>
<td></td>
</tr>
<tr>
<td>4. Area of parking of buses</td>
<td>3 (three) nos. at middle and 2 (two) nos. side parking slot 14m x 5m, each, minimum height 6.0 m</td>
<td>5 Nos.</td>
</tr>
<tr>
<td>5. Bus washing area - should be open to the sky</td>
<td>Not Required</td>
<td></td>
</tr>
<tr>
<td>6. Bus servicing area (covered)</td>
<td>Minimum area of 10 m²</td>
<td>1 No.</td>
</tr>
<tr>
<td>7. Office space</td>
<td>Minimum area of 15 m² with height of 3.3 m</td>
<td></td>
</tr>
<tr>
<td>8. Toilet blocks</td>
<td>Minimum area of 10 m² with height of 3.3 m</td>
<td></td>
</tr>
<tr>
<td>9. Passenger waiting areas - near exit gate for buses</td>
<td>Minimum area of 15 m² with height of 3.3 m</td>
<td></td>
</tr>
<tr>
<td>10. Ticket/ information counter cum traffic controller office</td>
<td>Minimum area of 5 m² with height of 2.4 m</td>
<td></td>
</tr>
<tr>
<td>11. Minimum gap between pillars on the ground floor</td>
<td>6 m</td>
<td></td>
</tr>
</tbody>
</table>

Other considerations in respect of the Construction Requirements:

- The depot should be so designed so as to accommodate various types of buses like long chassis buses, multi-axle buses and air conditioned buses. The roads should have a turning radius of not less than 12 m and a slope of not less than 1 in 12 m.
- Rigid pavement for all bus movement areas.
- Installation of utilities such as water supply & sewerage, drainage, electricity & lighting, telecommunication etc. shall form an essential part of the Construction Requirements. The utilities for the CSTC’s Allocation and the Commercial Development Area shall be separate.
- The detailed design undertaken by the Selected Bidder/ Lessee/ Sub-Lessee shall be in compliance with all statutory requirements, including but not limited to the conditions, regulations, measures and requirements listed by Ministry of Environment and Forests, Govt. of India, the West Bengal Pollution Control Board and Department of Fire and Emergency Services, Govt. of West Bengal.
- Conditions, regulations, measures and requirements of whatever kind imposed by any applicable laws.
Key Development Criteria

The detailed design to be undertaken by the Selected Bidder/ Lessee/ Sub-Lessee shall also fulfill the key development criteria as specified below:

- The design should allow for 24 hours round the clock operations throughout 365 days of the year in all weather conditions.
- Conflict free movement of buses and staff between the external roads/ entrance/ parking areas within the CSTC's Allocation.
- Acoustics: The minimum requirements for the acoustical design are the recommendations in the National Building Code and the (adjoining) Indian Standards.

General Utility Requirements

The utility requirements should be planned and constructed separately for CSTC's Allocation and the Commercial Development Area. The Selected Bidder/ Lessee/ Sub-Lessee shall bear all costs for the shifting of utilities, as estimated by the respective utility agency. CSTC shall provide all necessary administrative support in this regard. The Selected Bidder/ Lessee/ Sub-Lessee shall also obtain all the necessary clearances from all the concerned authorities - CSTC shall provide support letters in this regard.

- Mechanical Ventilation
  The entire of the CSTC's Allocation should be considered for Mechanical Ventilation.

- Sewerage System
  - All sewer pipes shall be CI pipes with IS marking; sewage shall be collected from toilet/ disposal points and conveyed to the KMC sewer connection.
  - All manholes shall be of RCC with inside coal tar epoxy painting in 2 coats.

- Water Supply
  - Water requirements for the CSTC's Allocation shall be 2000 litres per day/ (calculated as per National Building Code provisions) for various uses such as washing, drinking, toilets, bus depot area washing etc.
  - Underground sump of 2 days storage shall be constructed.
  - Hydro pneumatic system for supply of water to all the outlet points.

- Road Drainage
  - RCC covered drains shall be adopted for the entire road length of the Project (both CSTC's Allocation and the Commercial Development Area) and no alternative proposal shall be acceptable.
  - RCC drain and cover shall be designed for anticipated traffic load and additional load of cover slab to be placed in the future.
• Galvanized grating shall be provided at every 4.5m for cleaning purposes.

Senior Engineer (Civil)-in-Charge
C.S.T.C.

Chief Mechanical Engineer
C.S.T.C
# APPENDIX III A: CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td><strong>Internal traffic circulation plan &amp; entry and exits – for both CSTC’s allocation and the Commercial Development Area</strong></td>
<td>30</td>
</tr>
<tr>
<td>i)</td>
<td>Segregated entry/ exit and internal driveways for free movement of buses/ trams and other vehicles</td>
<td>5</td>
</tr>
<tr>
<td>ii)</td>
<td>Conflict free movement and parking of buses / trams within CSTC’s allocation</td>
<td>5</td>
</tr>
<tr>
<td>iii)</td>
<td>Conflict free movement and parking of private vehicles within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>iv)</td>
<td>Conflict free movement and parking of intermediate public transport such as taxis within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>v)</td>
<td>Traffic management at entry/exit points of both CSTC’s allocation and the Commercial Development Area – plans for entry/exit of buses/trams and other vehicles without any conflict with external traffic on the roads.</td>
<td>5</td>
</tr>
<tr>
<td>vi)</td>
<td>Preliminary traffic management plan for enabling easy entry/exit of buses/trams and other vehicles and movement of traffic in the approach and exit roads</td>
<td>5</td>
</tr>
<tr>
<td>II</td>
<td><strong>Internal traffic pedestrian plan &amp; entry and exits – for both CSTC’s allocation and the Commercial Development Area</strong></td>
<td>20</td>
</tr>
<tr>
<td>i)</td>
<td>Conflict free movement of passengers from external roads to the passenger waiting areas – for CSTC’s allocation</td>
<td>5</td>
</tr>
<tr>
<td>ii)</td>
<td>Conflict free movement of pedestrians from the external roads to the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>iii)</td>
<td>Conflict free circulation of pedestrians within the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>iv)</td>
<td>Movement of pedestrians between the surrounding roads external without any disruption caused by the Project and conflict with internal/external traffic of the Project</td>
<td>5</td>
</tr>
<tr>
<td>III</td>
<td><strong>Overall concept design and plan</strong></td>
<td>25</td>
</tr>
<tr>
<td>i)</td>
<td>Overall physical segregation and independence of CSTC’s allocation and the Commercial Development Area</td>
<td>5</td>
</tr>
<tr>
<td>ii)</td>
<td>Access and maximum walking distance for passengers from the main access road to the passenger waiting areas (below 25m – 5 marks, 25m to 50m – 3 marks, above 50m – 0 marks)</td>
<td>5</td>
</tr>
<tr>
<td>iii)</td>
<td>Demarcation and sufficiency of areas for providing utility services</td>
<td>5</td>
</tr>
<tr>
<td>iv)</td>
<td>Concept plan and area statement for optimal utilization of unused FAR available at the depot</td>
<td>5</td>
</tr>
<tr>
<td>v)</td>
<td>Provision of external designs, landscaping and beautification that would make the Project a landmark for the area</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td><strong>Presentation of Technical Proposal to Technical Proposal Evaluation Committee</strong></td>
<td>25</td>
</tr>
</tbody>
</table>
APPENDIX IV: QUALIFICATION BID

ANNEXURE A: COVERING LETTER

(On the letterhead of the bidder/ lead member of the consortium)

Dated: [●]

To
Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700001.

Sub: Qualification Bid for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation’

Dear Sir,

1. With reference to your RfP document vide RfP No. 15 dated 18th July 2016, we, having examined the RfP Document and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional and unqualified.

2. We acknowledge that the Department will be relying on the information provided in the bid and the documents accompanying the bid for selection of the Developer / Sub-Lessee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.

3. This statement is made for the express purpose for our selection as Developer/ Sub-Lessee for the above mentioned project.

4. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the bid.

5. We acknowledge the right of the Department to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law
our right to challenge the same on any account whatsoever.

6. We declare that:

(a) We have examined and have no reservations to the bidding documents, and accept the same including any addendum issued by the Department.

(b) We do not have any conflict of interest in accordance with clause 6.8 of the RfP document;

(c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 3.3 of the RfP, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State; and

(d) We hereby certify to ensure that in conformity with the provisions of clause 3 of the RfP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to bid for the Project, without incurring any liability to the bidders, in accordance with clause 1.16 of the RfP document.

8. We declare that we/ any member of our consortium (delete as applicable) are/ is not a member of a/ any other consortium submitting a bid for the Project.

9. We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RfP, we shall intimate the Department of the same immediately.

10. We acknowledge that our {company / firm / consortium}, being a {company/ partnership
firm / consortium of companies / firm} is qualified on the basis of Technical Capacity and Financial Capacity required as per the RfP. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Development Agreement in respect of change in ownership.

11. We acknowledge and agree that in the event of a change in control of an associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RfP, we shall inform the Department forthwith along with all relevant particulars and the Department may, in its sole discretion, disqualify our consortium or withdraw the LOI, as the case may be.

12. The statement of legal capacity as per format provided in Annexure J of Appendix IV of the RfP, and duly signed, is enclosed. The Power of Attorney for signing of application for single bidders / the Power of Attorney for lead member of consortium, as per format provided in Annexure C/D of Appendix IV respectively of the RfP, is also enclosed. The RfP document together with any subsequent addendum/ corrigendum/ clarifications issued by the Department/ CSTC in this regard, duly initialed on all pages in token of its acceptance is also enclosed.

13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department in connection with the selection of the bidder, or in connection with the selection/ bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of our being declared as the Selected Bidder, we agree to enter into the Deed of Lease/ Sub-Lease and the Development Agreement with CSTC in accordance with the proforma Deed of Sub-Lease and the Development Agreement enclosed hereto. We agree not to seek any changes in the aforesaid proforma.

15. We have studied all the bidding documents carefully and also surveyed the site. We agree
that we shall have no claim arising out of any documents or information provided to us by
the Department or in respect of any matter arising out of or relating to the bidding process
including the award of sub-lease.

16. We offer a bid security of Rs. 11,00,000/- (Rupees Eleven Lakhs only) in accordance with
the RfP. The bid security is in the form of a Bank Guarantee and is enclosed.

17. We agree and understand that the bid is subject to the provisions of the bidding
documents. In no case, we shall have any claim or right of whatsoever nature if the Project
/ sub-lease is not awarded to us or our bid is rejected or not opened.

18. The Financial Bid has been quoted by us after taking into consideration all the terms and
conditions stated in the RfP, Development Agreement, proforma Deed of Sub-Lease, our
own estimates of costs, investigation of title and after a careful assessment of the site and
all the conditions that may affect the cost and implementation of the Project.

19. We shall keep this offer valid for 1 (one) year from the bid due date specified in the RfP.

20. We agree and undertake to abide by all the terms and conditions of the RfP, especially with
respect to timely completion of construction of the project as specified in Appendix I: Data
Sheet. We understand that any delay on our part in completing the construction will make
us liable to pay damages in accordance with clause 12.1 of the Development Agreement.

21. We certify that we fulfill the eligibility criteria in accordance with clauses 1.4.2, 1.4.3, 1.4.4
and 1.4.5 of the RfP.

22. We certify that in terms of the RfP, our Net Worth is Rs. [•]/- (Rupees [•] only) as on [•].

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)

Place: (Name and seal of the bidder/ lead member)
APPENDIX IV: QUALIFICATION BID

ANNEXURE B: GENERAL INFORMATION OF BIDDER

(On the letterhead of the bidder/lead member of the consortium)

Dated: [●]

1. 
   a) Name:
   b) Address of the corporate headquarters:
   c) Date of incorporation and/or commencement of business:

2. Brief description of the company/partnership including details of its main lines of business:

3. Details of individual(s) who will serve as the point of contact/communication for the bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) Email address:
   (f) Fax Number:

4. Particulars of the authorised signatory of the bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) Email address:
   (f) Fax Number:

5. In case of a consortium:
(a) The information (for 1 and 2 above) should be provided for all the members of the consortium.

(b) A copy of the Joint Bidding Agreement, as envisaged in clause 1.4.3 (b) should be attached to the Qualification Bid.

(c) Information regarding the role of each member should be provided as per table below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of member</th>
<th>Whether lead member (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Net worth details

In case of a single bidder:

<table>
<thead>
<tr>
<th>As on last date of financial year</th>
<th>Net worth (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
</tbody>
</table>

In case of a consortium:

<table>
<thead>
<tr>
<th>As on last date of financial year</th>
<th>Net worth (in Rs. crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lead member</td>
</tr>
<tr>
<td></td>
<td>&lt;Member name&gt;</td>
</tr>
<tr>
<td>2014-2015</td>
<td>&lt;share of Net Worth in %&gt;</td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
</tbody>
</table>

* Please indicate % share of each member of the consortium in the combined Net Worth of the Consortium as on last date of financial year 2014-2015
APPENDIX IV: QUALIFICATION BID

ANNEXURE C: POWER OF ATTORNEY FOR SOLE BIDDER

(To be executed on stamp paper of appropriate value)

Know all men by these presents, We, ________________________(name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. ________________________ son/ daughter/ wife of Mr. ____________________, and presently residing at __________________________, who is presently employed with us and holding the position of ________________________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ‘<Name of Project as specified in Appendix I: Data Sheet>’(the “Project”) proposed by the Transport Department, Government of West Bengal (the “Department”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information /responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Deed of Sub-Lease and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Deed of Sub-Lease with the CSTC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, ____________________________ , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____________ , 20**.

For___________________________

(Signature, name, designation and address)

Witnesses:

1.

2. [Notarised]

Accepted

_________________________
(Signature)

(Name, Title and Address of the Attorney)

Notes:
• The mode of execution of the Power of Attorney should be in accordance with the applicable laws.

• Wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders or any other resolution/ Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

• Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.
APPENDIX IV: QUALIFICATION BID

ANNEXURE D: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on stamp paper of appropriate value)

WHEREAS Transport Department, Government of West Bengal (the “Department”) has invited bids from interested parties for ‘<Name of Project as specified in Appendix I: Data Sheet>’ (the “Project”).

AND WHEREAS, ______, ______, and ______ (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal vide RfP No. 15 dated 18th July, 2016 and other connected documents in respect of the Project, and

AND WHEREAS, it is necessary for the members of the Consortium to designate one of the members as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ______ having our registered office/ office at __________________________, and M/s. ________, having our registered office/ office at ____________________, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. ________________, having its registered office/ office at ________________, (acting through Mr. [•], its [•], Mr. [•], its [•], jointly or severally), being one of the members of the
Consortium, as our Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is declared as the Selected Bidder, in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the consortium and generally to represent the Consortium in all its dealings with the Department, and/or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Deed of Sub-Lease is entered into with the CSTC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ________ DAY OF 20**.

_________________________
For ________
(Signature)

_________________________
(Name & Title)
Witnesses:
1. [Notarised]
2. ______________________
   (Executants)
   (To be executed by all the members of the consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the applicable laws.
- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution or any other resolution/ Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.
APPENDIX IV: QUALIFICATION BID

ANNEXURE E: BANK GUARANTEE FOR BID SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No. Dated: [●]

1. In consideration of you, Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 12, R. N. Mukherjee Road, Kolkata – 700001 (hereinafter referred to as the "Department", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of _______ {a Company registered under the provisions of the Companies Act, 1956 / [●]}) and having its {registered office/ office} at _______ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for ‘<Name of Project as specified in Appendix I: Data Sheet>’ (hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 15 dated 18th July 2016 issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at ______ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of clause 1.19.1 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RfP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Department an amount of Rs. [●]/- (Rupees [●] only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation,

1 Mention relevant legislation under which entity is registered, as applicable
recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or merely on the first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 1 (one) year from the bid due date or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Department shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of the Department that the Bidder is in default as
aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Department.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Department shall be entitled to treat the Bank as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of letter of intimation of award of contract by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Department, and the Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered post to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for Department to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Department may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein
   i. Our liability under this Bank Guarantee shall not exceed Rs. [●] (Rupees [●] only).
   ii. This Bank Guarantee shall be valid up to [●]; and
   iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [●].

Signed and Delivered by _______ Bank

By the hand of Mr./Ms. _______, its _______ and authorised official.
(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX IV: QUALIFICATION BID

ANNEXURE F: JOINT BIDDING AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the .......... day of .......... 20...

AMONGST

1. {.........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “First Part” or the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Second Part” or the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

3. {.........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Third Part” or the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)
The above mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) Transport Department, Government of West Bengal (hereinafter referred to as the “the Department” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“bids”) by its Request for Proposal vide RfP No. 15 dated 18th July 2016………… (“RfP”) for selection of bidders for ‘<Name of Project as specified in Appendix I: Data Sheet>’ (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RfP and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RfP that the members of the Consortium shall enter into a Joint Bidding Agreement (the “Agreement”) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

   In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RfP.

2. Consortium
2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, they shall form a company or a limited liability partnership within the time stipulated in the RfP document and shall be liable to make payment of the Sub-Lease Premium, carry out the development and also enter into Deed of Sub-Lease with the STU (as defined in the RfP) and for performing all its obligations as the Sub-Lessee in terms of the Deed of Sub-Lease for the Project.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead Member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the signing of the Deed of Sub-Lease.

5. Joint and Several Liability
The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RfP and the Deed of Sub-Lease, during subsistence of the Deed of Sub-Lease.

6. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;

(b) Share of each Party in the proposed Consortium shall be as follows: -

(i) [●] (lead member) - [●]%

(ii) [●] - [●]%

(iii) [●] - [●]%

(c) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, bye-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(d) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(e) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. **Lead Member's Representations**

   In addition to the above, the Lead Member undertakes not to lessen its shareholding in the Consortium from a minimum of 51%, till completion of construction of the Project.
8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Deed of Sub-Lease for the Project, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the bid security by the Department to the Bidder, as the case may be.

9. **Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Department.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  SIGNED, SEALED AND DELIVERED
For and on behalf of For and on behalf of

LEAD MEMBER by: SECOND PART

(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)

SIGNED, SEALED AND DELIVERED

THIRD PART by:

(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the applicable laws.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
**APPENDIX IV: QUALIFICATION BID**

**ANNEXURE G: TECHNICAL CAPACITY OF BIDDER**

*(On the letterhead of the bidder/lead member of the consortium)*

Dated: [*]

Experience in completed development/construction of an alike project during the period

1st January 2009 and 31st December 2015

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and location of eligible alike project demonstrating Technical Capacity</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Date of commencement of construction</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of completion of construction</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Type of alike project</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Total built-up area of the alike project (sq. m)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total super-built up area of the alike project (sq. m.)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Location of project site</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Capital expenditure incurred on project in the period between 1st January 2009 and 31st January 2015 (in INR)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Other relevant details:</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. The bidder shall have to submit completion certificate of the Project and the extent to which the Project is completed shall be taken into account.
2. In case the bidder submits details of more than one alike project, for each such project, details shall be provided in a separate table as per the format given above along with the necessary certificates. However, bidder has to demonstrate Technical Capacity in one alike project.

3. The statement of Technical Capacity of the bidder should be authenticated either by the entity on whose behalf the construction was done or the statutory auditor of the bidder or by a practising chartered accountant firm.
APPENDIX IV: QUALIFICATION BID

ANNEXURE H: FINANCIAL CAPACITY OF BIDDER

(On the letterhead of the statutory auditor/ qualified external auditor)

Dated: [●]

Certificate of Financial Capacity

We certify that M/s ____________, which is a {company registered under the Companies Act, 1956}, has a Net Worth of Rs. _______________ as per its last audited books of accounts immediately prior to submission of the bid. We further certify that the said Net Worth have been calculated in accordance to the formula specified in clause 1.4.6 of the RfP vide RfP No. 15 dated 18th July 2016 for ‘<Name of Project as specified in Appendix I: Data Sheet>’ issued by Transport Department, Government of West Bengal on [●].

Name of statutory auditor:

Authorised signature of {statutory auditor/ a qualified external auditor who audits the books of account of the bidder}:

Seal of {statutory auditor/ a qualified external auditor who audits the books of account of the bidder}:

Date:

Note:

In case of a consortium, the above certificate has to be provided separately for each member of the consortium.

2To be issued by a statutory auditor in case of a company incorporated under the Companies Act, 1956 or a qualified external auditor who audits the books of account of the Bidder in case of other entities.
## APPENDIX IV: QUALIFICATION BID

**ANNEXURE I: QUALIFICATION BID CHECKLIST**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Checked by Bidder</th>
<th>Checked by Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Letter comprising the bid (Annexure A of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>General Information of Bidder (Annexure B of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Power of Attorney for signing of bid in the prescribed format (Annexure C of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Annexure D of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bid security in the prescribed format (Annexure E of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Joint Bidding Agreement (in case of Consortium) (Annexure F of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Technical Capacity of the Bidder (Annexure G of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Financial Capacity of the Bidder (Annexure H of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Statement of Legal Capacity (Annexure J of Appendix IV);</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Receipt of payment of bid document cost;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Photocopy of RfP document initialed along with rubber stamp/ common seal as a token of acceptance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX IV: QUALIFICATION BID

ANNEXURE J: STATEMENT OF LEGAL CAPACITY

(On the letterhead of the bidder/ each member of the consortium)

Dated: [●]

Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700001.

Dear Sir,

We hereby confirm that we/ our members in the consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RfP document vide RfP No. 15 dated 18th July 2016.

We have agreed that ......................, one of the members of the consortium, (insert member’s name) will act as the lead member of our consortium.*

We have agreed that ...................... (insert individual’s name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the bid in respect of RfP for ‘<Name of Project as specified in Appendix I: Data Sheet>’ issued by Transport Department of the Government of West Bengal on [●].
Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....................................

*Please strike out whichever is not applicable.
APPENDIX V: FORMAT OF FINANCIAL BID  
(On the letterhead of the bidder/ lead member of the consortium)  

Dated: [●]  

Special Secretary  
Transport Department, Government of West Bengal  
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation)  
Paribahan Bhawan, 1st Floor  
12, R.N. Mukherjee Road, Kolkata – 700001  

Sub: Financial Bid for ‘Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation’  

Dear Sir,  

1. With reference to your RfP document vide RfP No. 15 dated 18th July 2016, we, having examined the Bidding Documents and understood their contents, hereby submit our bid for the aforesaid Project. The bid is unconditional and unqualified.  

We hereby state that our bid is in accordance with the bidding documents and proforma Deed of Sub-Lease and hereby bid the following sum as our Financial Bid:  

<table>
<thead>
<tr>
<th>Amount in words</th>
<th>Amount in figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rupees __________</td>
<td>INR __________</td>
</tr>
<tr>
<td>__________________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

We agree to pay, if selected, 95% of the above Financial Bid as Sub-Lease Premium, in terms of the RfP and to keep this offer valid for 1 (one) year from the bid due date specified in the RfP, or as extended by us from time to time.  

2. We agree and undertake to abide by all the terms and conditions of the RfP document.  

3. In case we are declared as the Selected Bidder, we agree to make the payment of the Sub-Lease Premium as per the terms and conditions and timelines given in clause 2.6.4 and 2.7 of the RfP document.  

4. In case there is a difference between the figures and words, the amount written in words shall prevail.  

Yours faithfully,
(Signature, name and designation of the authorised signatory)

(Name and seal of the bidder/ lead member)
APPENDIX VI: PROFORMA DEED OF SUB-LEASE

THIS DEED OF SUB-LEASE made this [•] day of [•], Two Thousand and Sixteen BETWEEN CALCUTTA STATE TRANSPORT CORPORATION, a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [•], hereinafter referred to as the “SUB-LESSOR” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and/or assigns) of the ONE PART AND [•], a company incorporated under the Companies Act, 1956/limited liability partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008/partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/offices at [•], hereinafter referred to as the “SUB-LESSEE” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors-in-office and/or permitted assigns) of the OTHER PART:

WHEREAS:

A. The Sub-Lessor is seised and possessed of and/or otherwise well and sufficiently entitled to as the Lessee of ALL THAT piece and parcel of land containing an area of [•] sq. m., more or less, situate, lying at and being its Depot at Sarsuna being premises No. 190, Sarsuna Main Road, Kolkata – 700061, within P.S. [•] and Ward No. [•] of the Kolkata Municipal Corporation, fully described in the SCHEDULE hereunder written and hereinafter referred to as the “said premises”.

B. Bids were invited by the Government of West Bengal in its Transport Department on behalf of CSTC inviting offers for grant of right of construction at identified area within the said premises and sub-lease of certain structures so constructed vide Request for Proposal Document vide RfP No. 15 dated 18th July 2016.
C. The bid of the Sub-Lessee was accepted subject to the Sub-Lessee complying with terms and conditions contained in the document of Request for Proposal.

D. The Sub-Lessee has since paid to the Sub-Lessor the entire premium reserved for grant of lease/sub-lease.

E. The Sub-Lessee has also caused to be sanctioned plan for construction of building on the said premises as per designs and drawings concurred with by the Sub-Lessor being Building Sanction No. [•] of [•] and has completed construction of a building on the identified land parcel within the said premises in terms of the sanctioned plan, handed over to CSTC its allocation therein and obtained occupancy certificate being No. [•] dated [•] issued by [•] and has now become entitled to a sub-lease of such structures other than CSTC’s allocation together with proportionate undivided share or interest in the land underneath the building for a period of 99 (ninety nine) years from the date of commencement of sub-lease on the terms and conditions as hereinafter contained.

NOW THIS DEED OF SUB-LEASE WITNESSETH as follows:

I. In consideration of a premium of Rs. [•] /- (Rupees [•] only) paid by the Sub-Lessee to the Sub-Lessor at or before the execution of these presents (the receipt whereof the Sub-Lessor doth hereby admit and acknowledge) and in further consideration of the rent hereby reserved and of the terms, conditions and covenants hereinafter contained and on the part of the Sub-Lessee to be paid observed performed and fulfilled, the Sub-Lessor doth hereby grant a sub-lease unto the Sub-Lessee of All That the building constructed by the Sub-Lessee on the said premises except the structures made over to the Sub-Lessor as part of its allocation in terms of the aforesaid RfP
document, at premises No. 190, Sarsuna Main Road, Kolkata - 700061, within P.S. [•] and Ward No. [•] of the [•] Kolkata Municipal Corporation, fully described in the SCHEDULE hereunder written and delineated in the map or plan hereto annexed and thereon bordered red TOGETHER WITH proportionate share in the land on the said premises and hereinafter collectively referred to as the “demised area”, TO HAVE AND TO HOLD the same unto the Sub-Lessee for a period of 99 (ninety-nine) years commencing from the date of occupancy certificate in respect of the building viz. [•] (hereinafter referred to as the “date of commencement of sub-lease”) YIELDING AND PAYING THEREFOR unto the Sub-Lessor during the said term an annual sub-lease rent calculated at the rate of Rs. [•] /- (Rupees [•] only) per annum from the date of commencement of sub-lease (hereinafter referred to as the “rent”) without any deduction or abatement whatsoever on or before the 15th day of the first month of every year of the demise according to English Calendar for which the same is paid.

II. AND THE SUB-LESSEE DOETH HEREBY COVENANT WITH THE SUB-LESSOR as follows:

2.1 To regularly and punctually pay the rent herein reserved to the Sub-Lessor on the days and in the manner herein mentioned without any deduction or abatement whatsoever on and from the date of execution of the Deed of Sub-Lease.

2.2 To apply for and cause municipal apportionment of tax and others authorities to grant separate assessment of the demised area and separate mutation also in its name to which the Sub-Lessor has no objection.

2.3 To pay and discharge all existing and future municipality rates, taxes, revenues assessments, impositions and outgoings (including interest and penalties in case of delayed payment) whatsoever which now are or during the said term shall be imposed or charged upon
the demise of the demised area and which may be payable by the owner or occupier thereof in respect of the demised area.

2.4 To comply with and follow all applicable laws, rules and regulations for construction and use enjoyment and possession of the demised area erected / constructed at the said premises [including but not limited to the Land Use Development and Control Plan (LUDCP) / Development Control Regulations of the Kolkata Metropolitan Development Authority/ Kolkata Municipal Corporation for the Kolkata Metropolitan/ Municipal Area or part thereof and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof and to keep the Sub-Lessor saved harmless and indemnified for all losses claims and demands which the Sub-Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.

2.5 To obtain at its own cost all permissions and licences which may be necessary to hold use and/or enjoy the building comprised in the demised area and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Sub-Lessor saved harmless and indemnified in this regard.

2.6 To keep the demised area and every part thereof in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be a risk to the health of the occupants of the demised area and the said premises or of the nearby properties at any time.

2.7 To maintain and keep all parts and structures of the demised area in good and habitable condition.
2.8 To make all arrangements for security, fire fighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the demised area at its own cost and to the satisfaction of the Sub-Lessor and to carry out regular maintenance and replacement of electrical wirings, installations and appliances thereat and to keep the Sub-Lessor saved harmless and indemnified for all consequences of breach or non-observation of fire safety norms.

2.9 To allow the Sub-Lessor, its agents and servants with 24 hours’ previous notice in writing (except for emergencies when no such notice would be required) to enter into and upon the demised area and all structures thereon and view the state and condition thereof and to give or leave notice of any defect in such condition which the Sub-Lessee shall be liable to make good within 15 days after such notice has been given or left.

2.10 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the demised area and to keep the Sub-Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the demised area on the expiry or sooner determination of this Deed of Sub-Lease, the Sub-Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of this sub-lessee.

2.11 To execute to the satisfaction of the Sub-Lessor all works and observe and perform all such rules and conditions which shall appear to the Sub-Lessor or to the appropriate authorities of the State to be necessary or desirable in order to keep the demised area in good sanitary order and condition.
2.12 To take steps to ensure that no third party may encroach into or upon any portion of the demised area.

2.13 To allow any person authorised by the Sub-Lessor to inspect, repair and clean sewer lines or to do any other works in connection therewith, within the demised area without any obstruction or hindrance by the Sub-Lessee or by any of its men and agents.

2.14 Not to use any means of access to the demised area except the delineated path and passages for access to the demised area.

2.15 Not to claim any right of partition by metes and bounds of the undivided proportionate share or interest of the land.

2.16 Not to use or allow the demised area or any part thereof to be used for any illegal or immoral purposes or for any noisy or offensive trade or business.

2.17 Not to bring in or store or allow to be brought in or stored in the demised area or any part thereof any hazardous inflammable combustible explosive or exceptionally heavy substance article or any hide, skin or other articles likely to injure or damage the structures belonging to the Sub-Lessor and/or the demised area and/or part thereof and not do or allow to be done on the demised area anything that may deteriorate the value of the demised area or injure the same in any way, except in accordance with law.

2.18 Not to allow the demised area or any construction thereon or any part thereof to be used as a place of public worship and not allow any shrine, temple, mosque, church or any other kind of place of worship to be erected thereon or on any part thereof for the said purposes.
2.19 Not to assign and/or transfer its right or interest in the demised area or any part thereof (except by way of sub-letting or any other mode or manner not amounting to a complete assignment of Sub-Lessee's right title and interest in the demised area or any part thereof as described hereinafter in clause 3.2 or on terms not inconsistent with or contrary to the terms hereof) without previous concurrence in writing of the Lessee. A transfer or assignment which is restricted hereby shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the leasehold interest of the Sub-Lessee is transferred to any other person, without the concurrence in writing of the Sub-Lessor with necessary approval of the Government of West Bengal first had and obtained. Provided However That the Sub-Lessee shall have the right to mortgage or charge its sub-leasehold interest in the demised area in favour of Scheduled Banks/ Financial Institutions.

2.20 Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised area or upon any other adjoining land whatsoever.

2.21 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the demised area or for any other similar cause or nature.

2.22 Not to do or cause to be done in or upon the demised area or any part thereof any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised area or to the owners or occupiers of any adjoining or neighbouring land or premises.
2.23 Not to do or cause to be done in or upon the demised area or any part thereof any act or thing which shall or may hamper or disturb the normal depot activities to be carried out by the Sub-Lessor.

2.24 At the expiry of the term hereby granted or sooner determination thereof, the Sub-Lessee shall make over vacant and peaceful possession of the demised area to the Sub-Lessor together with all constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures comprising the demised area existing at the time of expiry of sub-lease or sooner determination thereof.

III. THE SUB-LESSOR HEREBY COVENANTS WITH THE SUB-LESSEE as follows:

3.1 The Sub-Lessee, paying the annual sub-lease rent, the said rates and taxes, and other amounts hereby reserved and observing and performing the terms conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the demised area during the term hereby created without any interruption, hindrance, disturbance or obstruction by the Sub-Lessor or any person claiming through under or in trust for the Sub-Lessor.

3.2 The Sub-Lessee shall be entitled to transfer in the nature of further sub-lease or otherwise deal with or dispose of the demised area and/or part thereof not amounting to any assignment of Sub-Lessee’s interest in the demised area or any part thereof on terms and conditions not contrary to or inconsistent with the terms of these presents, without need of any concurrence of the Sub-Lessor PROVIDED HOWEVER that the Sub-Lessee shall always keep the Sub-Lessor saved harmless and indemnified from and against any losses claims or demands which the Sub-Lessor may suffer or be put to by reason of any such sub-letting or use.
3.3 The Sub-Lessee shall have the right to seek a renewal of the sub-lease for 1 (one) like term by making an application to the Sub-Lessor seeking such renewal, not before 1 (one) year prior to expiry of the term hereby created. The terms and conditions of the renewed sub-lease will be as may be mutually agreed by the Sub-Lessor and the Sub-Lessee, at the time of renewal of the sub-lease.

IV. THE SUB-LESSOR AND THE SUB-LESSEE HEREBY AGREES AND COVENANTS WITH EACH OTHER as follows:

4.1 That any demand for payment or notice requiring to be made upon or given to the Sub-Lessee shall be sufficiently made or given if sent by the Sub-Lessor to the Sub-Lessee at the address of the demised area or sent by registered post / speed post addressed to the Sub-Lessee at the demised area or to its last known address and that, the notice requiring to be given to the Sub-Lessor shall be sufficiently given if delivered at or sent by registered post / speed post addressed to the office of the Sub-Lessee. All changes of address of the Sub-Lessee shall be communicated by the Sub-Lessee to the Managing Director of the Sub-Lessor in writing within a reasonable period of its change.

4.2 That any relaxation and indulgence granted by the Sub-Lessor to the Sub-Lessee shall not in anyway prejudice the rights of the Sub-Lessor under this Deed of Sub-Lease.

4.3 That the failure of the Sub-Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term condition and covenant and such failure shall not in any way affect
the validity of this Deed of Sub-Lease or the rights and obligations of the parties hereto. The Sub-Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of sub-lease executed by both parties hereto.

4.4 That any statutory powers as may have been or will be conferred upon the Sub-Lessor shall automatically apply to the present sub-lease and the demised area and provisions in that respect shall be deemed to have been incorporated in these presents by way of reference and the Sub-Lessee is deemed to have constructive notice thereof.

4.5 That the terms and conditions of the sub-lease shall be subject to changes of policy of the Sub-Lessor from time to time and the Sub-Lessee shall abide by the same.

4.6 If the Sub-Lessee shall commit an act of insolvency or be adjudicated bankrupt or insolvent or enter into a composition or arrangement with its creditors or if the Sub-Lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (including for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a receiver to be appointed in respect of any of their properties and effects or notwithstanding anything in these presents contained, if the Sub-Lessee is in breach of any of the terms, conditions and covenants contained in these presents and on its part to be paid observed or performed and the Sub-Lessor calling upon the Sub-Lessee to rectify the breach complained of and such breach not being cured or rectified to the Sub-Lessor’s satisfaction within a period of 6 (six) months from the date of service of such notice, then and in any of such cases, it shall be lawful for the Sub-Lessor or any person duly authorised by it without any further notice at any time thereafter to treat this demise as determined and to re-enter into and upon the demised area or any part thereof and the same to have again repossessed and enjoyed as in its former estate and without being liable to pay any cost or
compensation for the demised area which shall vest in the Sub-Lessor on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Sub-Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Sub-Lessee herein contained.

4.7 That if it is found that the sub-lease of the demised area has been obtained by the Sub-Lessee by misrepresentation or fraud, the sub-lease shall stand determined and the Sub-Lessor entitled to its rights contained in clause 4.6 above.

4.8 That in the event of the demised area or any part thereof being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Sub-Lessee so as to render the demised area or any part thereof substantially and permanently unfit for the purpose for which it has been let, this sub-lease shall at the option of the Sub-Lessee be void.

4.9 That in case of any dispute in the interpretation of any of the clauses of the terms and condition contained in this Deed of Sub-Lease, the decision of the Sub-Lessor shall be final and binding.

4.10 That both the Sub-Lessor and the Sub-Lessee expressly agree for registration of these presents. The cost of preparing, stamping and registering this Deed of Sub-Lease shall be borne by the Sub-Lessee.

4.11 Courts at Kolkata alone shall have exclusive jurisdiction to try and entertain all disputes arising out of this Deed of Sub-Lessee and the transactions contemplated herein.
THE SCHEDULE ABOVE REFERRED TO:

(Description of the demised area)

ALL THAT the building constructed by the Sub-Lessee on the said premises except the structures made over to the Sub-Lessor as part of its allocation, containing a total built up area of [•] together with access passages in terms of the sanction plan, at premises No. [•], within P.S. [•] and Ward No. [•] of the [•] Kolkata Municipal Corporation with proportionate undivided share or interest in the land on the said premises and delineated in the building plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

On the NORTH : By [•];

On the EAST : By [•];

On the SOUTH : By [•]; and

On the WEST : By [•].

IN WITNESS WHEREOF the parties to these presents have hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the SUB-LESSOR by Mr. [•], [•], Government of West Bengal, duly authorized by the Sub-Lessor by Resolution dated [•] of its Board in this regard at Kolkata in the presence of:
SIGNED AND DELIVERED for and on behalf of the SUB-LESSEE by Mr. [•], its [•], pursuant to a resolution of its Board of Directors passed at its meeting held on [•] at Kolkata in the presence of:

DATED THIS ..... DAY OF ............... 2016

BETWEEN

[CALCUTTA STATE TRANSPORT CORPORATION] ... Sub-Lessor

AND

[•] ... Sub-Lessee

DEED OF SUB-LEASE
Of
Area at premises No. [•], Kolkata
APPENDIX VII: POWER OF ATTORNEY OF CSTC IN FAVOUR OF
DESIGNATED REPRESENTATIVE OF THE SELECTED BIDDER

(To be executed on stamp paper of appropriate value and registered)

Know all men by these presents, We, Calcutta State Transport Corporation (CSTC), a Road Transport Corporation under the Road Transport Corporations Act, 1950, having its registered office at [●](the “Principal”) do hereby nominate, constitute and appoint __________________________ (full name, description and address of the Selected Bidder) acting through __________, son of __________, residing at __________, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, the acts, deeds and things in connection with or incidental to the construction of building as a part of __________ (name of depot) situate lying at and being premises No. ______________ (the “said premises”) in pursuance of the ‘<Name of Project as specified in Appendix I: Data Sheet>’ (the “Project”) proposed by the Transport Department, Government of West Bengal (the “Department”) in the manner as follows:

1. To appoint Architect or Architects to survey the land to carry out soil testing of the identified land parcel within the said premises on which construction is to be carried out in terms of RfP document vide RfP No. 15 dated 18th July 2016, to appoint contractor for construction of building thereon and for that purpose to correspond and to do all other acts, deeds and things as our said Attorney may deem fit and proper.

2. To prepare, sign, execute and submit all papers, documents, statements, undertakings, declarations and plans as may be required for sanction of plan by the municipal authorities and/ or for alteration or modification thereof and to
sign such plan or plans as may be necessary or may be required from time to time.

3. To appear and represent us before the necessary authorities including the Local Body, Fire Brigade, Kolkata Police, West Bengal Pollution Control Board, Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976/ West Bengal Land Reforms Act, 1955 in connection with the sanction, modification or alteration of the plan of the proposed building(s) on the said premises.

4. To pay fees, obtain sanction orders and other permissions from the necessary authorities for sanction, modification or alteration of the plan and also to submit and take delivery of the plans sanctioned by the municipal authorities.

5. To receive refund of the excess amount of fee if any paid, for the sanction, modification or alteration of the plan to any authority or authorities.

6. To undertake physical survey, soil testing and test piling for the purpose of preparing sanctionable building plan.

7. To construct building(s) on the said land in accordance with the sanctioned plan.

8. To apply for and obtain electricity, water, sewerage, drainage and/or other connections of any other utility in the said land and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things in that regard.

9. To apply for and obtain building materials from the concerned authorities for completing construction of the building on the said premises as aforesaid.

10. To utilise or shift or have connected the existing utilities in the said premises in such manner as our said Attorney may deem fit and proper without causing
unnecessary inconvenience for our operation on the remaining part of the Depot in which the said premises is situated.

11. To take steps for undertaking conversion in the nature of the land in the records of the concerned Block Land & Land Reforms Office and making all applications in the name of CSTC, in this regard.

12. For all or any of the purpose hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit all papers and documents in connection with any or all matters abovementioned.

PROVIDED HOWEVER that nothing herein contained shall entitle the Attorney while exercising any of the powers hereby granted shall not be entitled to create any financial or other liability on CSTC.

We hereby agree that all acts deeds and things lawfully done by our said Attorney by virtue of and purporting to be under the authority hereby conferred shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm and agree to ratify and confirm all and whatever our said Attorney shall lawfully do or cause to be done in or about the premises aforesaid.

IN WITNESS WHEREOF, we have executed this Power of Attorney on this ..........day of

.................. Two Thousand and Sixteen.

EXECUTED AND DELIVERED on behalf of CSTC by

its Managing Director, Shri _________________

pursuant to its Board Resolution dated ______ at

Kolkata in the presence of:

______________________________

(Signature of the Attorney)
APPENDIX VIII: BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(To be executed on stamp paper of appropriate value)

B.G. No. 

Dated: [•]

Managing Director,

[Calcutta State Transport Corporation].

1. In consideration of the Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 12, R. N. Mukherjee Road, Kolkata – 700001 (hereinafter referred to as the "Department", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to issue on your behalf, viz. on behalf of Calcutta State Transport Corporation (for short “CSTC”), letter of intimation of award of contract ("LOI") in favour of _________ a Company registered under the Companies Act, 1956 and having its registered office at ________ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder”, which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for ‘<Name of Project as specified in Appendix I: Data Sheet>’ (hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 15 dated 18th July 2016 issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at ____ and one of its branches at ______ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of clause 2.9.2 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Bidder as contained in the RfP Document vide RfP No. 15 dated 18th July 2016 and unconditionally and irrevocably undertake to pay forthwith to CSTC an amount of Rs[•]/- (Rupees [•] only).
(hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed including the obligation of construction of the building on the said premises in terms of the RfP document.

2. Any such written demand made by CSTC stating that the Bidder is in default of the due and faithful fulfillment and performance of the obligations of the Bidder contained in the RfP Document shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CSTC is disputed by the Bidder or any other person and irrespective of whether the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days after stipulated date of completion of construction of the building and thereafter for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that CSTC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and performance of its obligations contained in the RfP Document and the decision of CSTC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CSTC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, CSTC shall be entitled to treat the Bank as the principal debtor. CSTC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfP Document or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RfP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to CSTC, and the Bank shall not be released from its liability under these presents by any exercise by CSTC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CSTC or any indulgence by CSTC to the said Bidder or by any change in the constitution of CSTC or its absorption, merger or amalgamation with any other person or any other matter or thing
whatsoever which under the law relating to sureties would but for this provision have the
effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or
made if addressed to the Bank and sent by courier or by registered mail to the Bank at the
address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to
[name of Bank along with branch address] and delivered at our above branch who shall be
deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for CSTC to proceed against the said Bidder before proceeding
against the Bank and the Guarantee herein contained shall be enforceable against the Bank,
notwithstanding any other security which CSTC may have obtained from the said Bidder or
any other person and which shall, at the time when proceedings are taken against the Bank
hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except
with the previous express consent of the Department in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations
contemplated herein, the undersigned is duly authorised and has full power to execute this
Guarantee for and on behalf of the Bank.

13. Notwithstanding anything contained herein
   i) Our liability under this Bank Guarantee shall not exceed Rs. [•] (Rupees [•] only).
   ii) This Bank Guarantee shall be valid up to [•]; and
iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before [●].

Signed and Delivered by _______ Bank

By the hand of Mr./Ms. ______, its ______ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
APPENDIX IX: DEVELOPMENT AGREEMENT

THIS AGREEMENT made this [•] day of [•], Two Thousand and Sixteen;

BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION, a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [•], hereinafter referred to as "CSTC " (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or and assigns) of the FIRST PART

AND

[•], a company incorporated under the Companies Act, 1956, / limited liability partnership (LLP) under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ office at [•], hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or permitted assigns) of the SECOND PART

AND

(where the Developer is a consortium)

{..........., a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ................................ (hereinafter referred to as the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND

{...............; a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at .................. (hereinafter referred to as the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{...............; a company / individual / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at .................. (hereinafter referred to as the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The Lead Member, 1st Consortium Member and the 2nd Consortium Member hereinafter collectively referred to as the “CONFIRMING PARTIES” of the THIRD PART.

WHEREAS:

A. CSTC is seised and possessed of and/or otherwise well and sufficiently entitled to as the Lessee of ALL THAT piece and parcel of land containing an area of [•] cottahs, more or less, situate, lying at and being its Depot at 190, Sarsuna Main Road, Kolkata - 700061, within P.S. [•] and Ward No. [•] of Kolkata Municipal Corporation, fully described in the SCHEDULE – I hereunder written and hereinafter referred to as the “said premises”.

B. Bids were invited on behalf of CSTC by the Government of West Bengal in its Transport Department inviting offers for grant of right of development on the said premises or the identified area, as more particularly described in the SCHEDULE – II hereunder written, within the said premises and sub-lease of certain structures so constructed vide Request for Proposal Document dated [•].
C. The bid of the Developer was accepted subject to the Developer complying with terms and conditions contained in the document of Request for Proposal.

D. In terms of the Request for Proposal document, the Developer has agreed to construct a building on the said premises or said identified area, as the case may be including the area more fully mentioned and described in the SCHEDULE – III hereunder written and hereinafter referred to as “the Site”, in accordance with the construction specifications as contained in the SCHEDULE – IV hereunder written and hand over the same to CSTC in accordance with the terms and conditions as hereinafter contained.

E. The parties have agreed in terms of the RfP document to enter into the Development Agreement for carrying on development in terms of the RfP document as the identified land and in the said premises.

NOW THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE - I
DEFINITIONS

1.1 In this Agreement unless context otherwise permits, the following expression shall have the meanings assigns to them as –

(a) “Architect” shall mean a person or persons or firm or firms who may be appointed by the Developer with the consent of CSTC for carrying on function of an architect in respect of the proposed construction of the CSTC’s Allocation.
(b) "Agreement" or "Development Agreement" means this Development Agreement, including the Schedules as may be amended, supplemented or modified in accordance with the provisions hereof.

(c) "Article" shall mean an article to this Agreement.

(d) "Applicable Laws" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including statutes, rules, regulations, ordinances, policies having force of law, judgments, orders, decrees, bye-laws, approvals, directives, guidelines, requirements, notifications or other governmental regulations or restrictions or any similar form of decision of, or determination by, or any interpretation by a court of law or any governmental authority having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

(e) "Building Contract" means the construction contract or contracts to be executed between the Developer and any party/parties for the construction of CSTC's Allocation and the Commercial Development Area.

(f) "Building Contractor" shall mean any party/parties to be employed or appointed by the Developer for development and construction of CSTC's Allocation and the Commercial Development Area.

(g) "Building Drawings" are the drawings including plans, elevations, sections and details, prepared for the purpose of obtaining building sanction or revision of existing sanction from the jurisdictional Municipal Corporation, Municipality, panchayat or other concerned authorities, following the specific requirements of the sanctioning authority.

(h) "Consents" shall mean any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any government authority
required in connection with the construction of the CSTC’s Allocation and for undertaking, performing or discharging the obligations contemplated by this Agreement.

(i) “Commencement Date” shall be the date of execution of this Agreement.

(j) “Completion Date” shall be the date of obtaining full Occupancy Certificate after completion of construction of the Commercial Development Area.

(k) “Commercial Development Area” shall mean the development of one of more buildings at the Site, subject to obtaining necessary Consents in this regard, as may be permitted by the sanctioning authorities, to be constructed on the Site excluding CSTC’s Allocation.

(l) “Claims” means claims, demands, suits, criminal or civil actions or similar proceedings that are initiated by a third party (including enforcement proceedings by any governmental authority) against CSTC, and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys fees and expenses and other reasonable costs for defense, settlement and appeal) that CSTC has or may incur, become responsible for, or pay out for any reason, related to this Agreement, the construction of the CSTC’s Allocation.

(m) “CSTC’s Allocation” shall refer to the structures and constructed areas as described in Schedule –III hereof.

(n) “Defects Liability Period” shall have the meaning ascribed to it in Article 14.2.

(o) “Developer’s Allocation” shall mean the rest and residue of all structures built at the Site except CSTC’s Allocation.

(p) “Developer Event of Default” shall have the meaning ascribed to it in Article 13.1.

(q) “Encumbrances” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind
having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Site or the CSTC's Allocation or third party claims or rights of any kind attaching to the same.

(r) "End Users" means the parties occupying, using or having the right to obtain a further sub-lease of or to occupy or use the Units or any part thereof.

(s) "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation, maintenance and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contractor and/or operator and/or developer, in a project of the type and size similar to the CSTC's Allocation.

(t) "Lease" shall have the meaning ascribed to it in Article 3.1.

(u) "Liquidated Damages" shall have the meaning ascribed to it in Article 12.1.

(v) "Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.

(w) "Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement / has a Material Adverse Effect.

(x) "Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
(y) **“Professional Team”** shall mean the architects, civil engineer, structural engineers, mechanical and/or electrical engineers, surveyors and/or such other professional engaged and/or contracted by the Developer from time to time for the development of the Site in accordance with the terms of this Agreement.

(z) **“Project Implementation Schedule”** shall have the meaning ascribed to it in **SCHEDULE – V** hereunder written.

(aa) **“Recital”** means recital to this Agreement.

(bb) **“Sanctioned Building Drawings”** shall mean the building drawings as sanctioned by the Kolkata Municipal Corporation.

(cc) **“Site”** means the identified area within the said premises, as more fully described in **SCHEDULE – II** hereunder written), for the purpose of development thereof and construction of the Commercial Development Area thereupon by the Developer.

(dd) **“Specifications”** shall mean the specifications and/or materials to be used for construction erection and completion of CSTC's Allocation and the building and/or buildings generally for the development of the Site and as generally specified in **SCHEDULE – IV** hereunder written.

(ee) **“Transfer in the form of further sub-lease”** shall have the meaning ascribed to it in Article 10.2.

(ff) **“Substitution Agreement”** shall mean the Substitution Agreement prepared on the lines of the model Substitution Agreement given in Appendix - XI of the RfP document.

(gg) **“Taxes”** means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, personal property taxes and business and occupation taxes, imposed by any governmental authority against CSTC or the
Developer in connection with the development of the CSTC’s Allocation and/or the Complex.

(hh) “Termination Date” shall have the meaning ascribed to it in Article 13.2(c).

(ii) “Units” shall mean the various constructed spaces to form part of the Commercial Development Area at the Site and to be ultimately held by End Users on further sub-lease basis.

ARTICLE - II

INTERPRETATION

2.1 Unless there is something in the subject or context inconsistent therewith:

2.1.1 Any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

2.1.2 Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders.

2.1.3 A reference to an Article or a Schedule is a reference to an Article or a Schedule, as the case may be, or to, this Agreement.

2.1.4 The headings appearing in this Agreement are for reference only and shall not affect the construction thereof.

2.1.5 Reference to any agreement, contract, deed or document shall be construed as including any amendment, variation, alteration or modification to it and any novation of it and anything supplemental to it.

2.1.6 The term “or” shall not be exclusive and the terms “herein”, “hereof”, “hereto” and “hereunder” and other terms of similar import shall refer to this Agreement as a whole
and not merely to the specific provision where such terms may appear; and the terms “including” and “include” shall be construed without limitation.

2.1.7 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article.

2.1.8 The words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings.

ARTICLE - III

SUB-LEASE, DEVELOPMENTAL RIGHT AND DEVELOPMENT OF SITE

3.1 In consideration of the Developer having made payment to CSTC in the manner contained in the RfP document of a sum of Rs. [•] /- (Rupees [•] only) ( “Sub-lease Premium”) and observing and fulfilling all terms conditions and covenants on its part contained herein as also in the document of Request for Proposal dated [•], CSTC agrees to grant to the Developer the right and/or license to carry out development of the Site at its own cost, risk and expenses and upon completion of development thereof to grant to it a sub-lease (“Sub-Lease”) of the rest and residue of all the structures constructed on the Site except CSTC’s Allocation together with basements, access passages and a lease/sub-lease of proportionate undivided share or interest in the land comprising the Site, excluding the STU’s Allocation (“Developer’s Allocation”) for a term of 99 years from the date of the Sub-Lease, carrying rent @ Rs. [•]/- per annum and on the other terms and conditions herein contained.
3.2  CSTC shall handover possession of the Site to the Developer within a period of 9 months from the date of the LOI.

3.3  The right, title and interest in the Site in the nature of lease, shall continue to remain with CSTC till sub-lease is entered into.

3.4  The Sub-lease shall be granted to the Developer only upon the Developer (a) completing and handing over to CSTC the CSTC’s Allocation, (b) completing construction of the remaining structures comprised in the Commercial Development Area, and (c) the Developer obtaining from the Kolkata Municipal Corporation, Occupancy Certificate in respect of the Commercial Development Area. The Sub-Lease shall be granted as per the Proforma Deed of Sub-Lease appended to the document of Request for Proposal.

3.5  The development right granted herein includes the right of the Developer to have possession of the Site for the limited purposes of developing CSTC’s Allocation and the Commercial Development Area thereat and reasonable rights of ingress and egress on the Site, subject to the terms and conditions of this Agreement, which shall include the right to demolish, reconstruct and relocate pre-existing permanent structures and buildings of CSTC, to the extent required under the building plan sanctioned by Kolkata Municipal Corporation. However, delay, if any for such demolition, reconstruction and/or relocation, shall not be considered as a ground for extension of time to perform any obligation on the part of the Selected Bidder. The Developer shall also have the right to issue letters of allotment in favour of intending unit holders after obtaining possession of the Site in terms of the RfP from CSTC

3.6  The Developer shall have right to transfer in the form of further sub-lease and/or further sub-letting and/or otherwise deal with and dispose of in a manner not inconsistent with the terms of these presents and the said Proforma Deed of Sub-Lease appended to the document of Request for Proposal, spaces comprised in the Developer’s Allocation but
shall not have the right to hand over possession to any third party of any space in the Developer’s Allocation or put it to any use till CSTC’s Allocation is made over to CSTC.

3.7 The Developer acknowledges that this right of development of the Commercial Development Area at the Site and the right of the Developer to deal with Units constructed therein and comprising the Developer’s Allocation will not be construed as a transfer of any right, title or interest in the Site or any part thereof to the Developer.

3.8 The Selected Bidder would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/ Financial Institutions by creating charge/ mortgage in favour of such Scheduled Banks/ Financial Institutions over its right hereunder without however in any manner creating or foisting any liability on CSTC. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Development Agreement and the proposed sub-lease, CSTC would have no financial obligation towards the lending institution. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Developer to CSTC. In case of default in making due payment of the financial facilities by the Developer in terms of such Loan Agreement(s), such Scheduled Banks/ Financial Institutions shall have the right to substitute the Developer and appoint a new Developer at the place and stead of the defaulter Developer, as per the terms contained in the Substitution Agreement prepared as per the Model Substitution Agreement provided in Appendix XI of the RfP document, which is to be executed by the Developer, CSTC (as a Confirming Party), and such Scheduled Bank/ Financial Institution. The company/ LLP substituting the Developer shall be deemed to be the Developer under this Development Agreement and shall enjoy all rights and be responsible for all obligations under this Development Agreement, as if it were the Developer.

3.9 The Developer undertakes to develop and shall commence, execute and complete the design, development and construction services for the development of CSTC’s Allocation
and the Commercial Development Area in accordance with the Sanctioned Buildings Drawings and this Agreement.

3.10 Without prejudice to the generality of the foregoing, the Developer shall also be responsible on and from the Commencement Date for the following:

i) Obtain and maintain, at its costs and expense all Consents as may be required for the development of CSTC’s Allocation and the Commercial Development Area. The Developer shall obtain in CSTC’s name all such Consents as are required to be obtained in CSTC’s name, at the Developer’s cost and expense and shall do all acts, deeds and things required by and comply with all Applicable Law as may be necessary and/or required for the development of CSTC’s Allocation and the Commercial Development Area. CSTC shall sign all documents, necessary to be filed for obtaining such Consents, if required by the Developer;

ii) Install all sewerage, water, telecommunications, surface, and waste water drainage to and from the Site and shall ensure that the same connects directly with the mains;

iii) Shall take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the Site;

iv) Give all necessary or usual notices under any Applicable Laws affecting the demolition, clearance, development and construction of CSTC’s Allocation and the Commercial Development Area, give notices to all water, gas, and other statutory authorities as may be necessary in respect of development of CSTC’s Allocation and the Commercial Development Area and pay all costs, fees and outgoings incidental to or consequential on any such notice;

v) Shall remain responsible for due compliance with all Applicable Law whether local, state or central and shall also remain responsible for any deviation in
construction which may not be in accordance with the Sanctioned Building Drawings;

vi) Shall remain responsible for any accident and/or mishap taking place while undertaking the development of CSTC’s Allocation and the Commercial Development Area;

vii) Shall comply and procure compliance with all conditions attaching to the Consents and all other permissions which may be granted during the course of the development of CSTC’s Allocation and the Commercial Development Area.

viii) Shall comply and procure compliance with, all Applicable Law and any enforceable codes of practice of Kolkata Municipal Corporation and/or other authorities affecting the Site or the development of CSTC’s Allocation and the Commercial Development Area thereof;

ix) Shall incur all costs charges and expenses for the purpose of development and completion of CSTC’s Allocation and the Commercial Development Area;

x) Shall make proper provision for security of the Site during the course of development of CSTC’s Allocation and the Commercial Development Area;

xi) Shall not allow any person to encroach or permit any encroachment by any person and/or persons into or upon the Site or any part or portion thereof;

xii) Shall not expose CSTC to any liability and shall regularly and punctually make payment of the fees and/or charges of the Professional Team and Building Contractor, as may be necessary and/or required for the purpose of the development of CSTC’s Allocation and the Commercial Development Area;

xiii) Shall remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings in accordance with the Sanctioned Building Drawings, Approved Drawings and this
Agreement and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed. The Developer agrees that it will not expose CSTC, its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Developer as set out in this Article which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep CSTC, its officers and directors/employees always indemnified from all the aforesaid liabilities.

3.11 All persons employed by the Developer in connection with the development shall be the Developer’s employees or independent contractors, and shall not be the employees or agents of CSTC. The Developer shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, worker’s compensation benefits and fringe benefits, to which the Developer’s employees or agents may claim to be entitled. The Developer shall fully comply with all Applicable Laws and regulations having to do with worker’s compensation, hours of labor, wages, working conditions, and other employer – employee related subjects. The Developer hereby agrees to indemnify, defend and hold harmless CSTC for, from and against any cost, loss, damage or expense (including, but not limited to, reasonable attorneys’ fees and all court costs and other expenses of litigation, whether or not taxable under local law) arising out of the Developer’s policies, procedures, acts or omissions relating to employment matters.

3.12 The engagement of any third party by the Developer to assist the Developer in connection with the performance of the Developer’s duties under this Agreement shall in no way limit, or relieve the Developer of, the Developer’s obligations under this Agreement.
ARTICLE - IV

DRAFT BUILDING DRAWINGS AND SANCTIONED BUILDING DRAWINGS

4.1 Draft Building Drawings

4.1.1 Within [●] days from the Commencement Date, the Developer shall at its cost, prepare and submit to CSTC, the Draft Building Drawings ("Draft Building Drawings") setting out the detailed drawings, design and all other such relevant information relating to the development of CSTC’s Allocation and the Commercial Development Area.

4.1.2 The Developer shall ensure that the Draft Building Drawings is in accordance with the Technical and Material Specifications as prescribed in SCHEDULE - IV and is as per the schematic diagrams submitted along with the Technical Proposal at the time of bidding. The Developer shall not incorporate any provision in the Draft Building Drawings, which is in conflict with or different from the parameters stipulated in the SCHEDULES hereof, so far as it relates to CSTC’s Allocation, without the prior written consent of CSTC.

4.1.3 CSTC shall concur with the Draft Building Drawings furnished by the Developer, within [●] ([●]) days from the date of receipt of the same. In the alternative, CSTC may at its own place and stead, engage a body of experts comprised either from representatives of reputed educational institutions like Indian Institute of Technology, Kharagpur, Jadavpur University, Bengal Engineering and Science University, etc. and/or members comprising of the Technical Proposal Evaluation Committee for concurring to/ approving the Draft Building Drawings furnished by the Developer. In the event, CSTC or the body of experts engaged by CSTC has any objection to the Draft Building Drawings or any part thereof, it shall promptly and without any undue delay notify the Developer of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Developer shall within 15 (fifteen) days of such intimation, provide necessary clarification to and/or submit revised plan, as the case may be, after incorporating the
changes, modifications or corrections suggested by CSTC or the body of experts engaged by CSTC. The finally approved drawings shall be the final drawings on the basis of which application for sanction shall be made ("Approved Drawings"). Any further changes to the Approved Drawings shall be carried out in the manner and process prescribed in this Article 4.1.3.

4.1.4 Any component or provision in the Approved Drawings shall not be deemed to be valid for the purpose of this Agreement if the same is not concurred with by CSTC or the body of experts engaged by CSTC.

4.1.5 Articles 4.1.1 to 4.1.4 above shall not preclude the Developer to suggest any improvement or upgrade on the schematic diagrams at the time of submission of the Draft Building Drawings. However, CSTC or the body of experts engaged by CSTC in such a case, shall allow the Developer to make such modifications in the Draft Building Plans, only if they are of the opinion that such modifications will amount to an improvement or upgrade and allowing such modifications will be in the interest of CSTC.

4.2 Sanctioned Building Drawings

4.2.1 Within [•] days from the date of concurrence and/or deemed concurrence of CSTC or the body of experts engaged by CSTC, as applicable, with the Approved Drawings, the Developer shall at its cost, prepare and submit for sanction of the appropriate authorities, the Building Drawings setting out inter alia the drawings containing plans, elevations, sections and details which Building Drawings shall be on the basis of the Approved Drawings and not in deviation therefrom.

4.2.2 A set of the Building Drawings shall be made over to CSTC for its records.

4.2.3 The Developer shall be entitled to sign the Approved Drawings in the name of CSTC on the basis of a Power of Attorney to be granted by CSTC to the Developer as per form enclosed with the RfP Document simultaneously with execution of this Agreement.
4.2.4 In the event of any amendment in the Building Drawings, the procedure as mentioned above shall apply *mutatis mutandis* therein.

**ARTICLE - V**

**PROJECT MONITORING**

5.1 **Project Monitoring**

5.1.1 CSTC shall be entitled to monitor the development of CSTC's Allocation and the Commercial Development Area at the execution phases to determine whether CSTC's Allocation and the Commercial Development Area is being implemented in accordance with the provisions of this Agreement, the Project Implementation Schedule and Good Industry Practice. CSTC shall be at liberty to engage an external Project Management Consultant for day to day monitoring of the Project, at their own cost.

5.2 **Reporting and Inspection**

5.2.1 The Developer shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder.

(a) **Period Reports**

The Developer shall keep CSTC adequately informed as to the level of development of CSTC's Allocation and the Commercial Development Area and for this purpose the Developer shall furnish to CSTC reports setting forth in reasonable detail the progress achieved in the execution development of CSTC's Allocation and the Commercial Development Area. These reports should be submitted within the 10th day of each calendar month, starting from the Commencement Date. These reports shall contain the summary of progress of
development of the CSTC's Allocation and the Commercial Development Area and indicate the actual and scheduled completion of the CSTC's Allocation and the Commercial Development Area indicating the actual completion of CSTC's Allocation and the Commercial Development Area beyond the scheduled completion shall not in any way signify CSTC's consent to delays or extension of time for completion.

(b) Other Project Information

The Developer will provide any and all information to CSTC promptly after becoming aware of any actual, pending or threatened material litigation, arbitration, claim or labour dispute relating to the CSTC's Allocation and the Commercial Development Area.

(c) Inspection

CSTC shall at all reasonable times have access to the Site to inspect and examine the works, materials, equipment and workmanship for compliance thereof with the provisions of this Agreement, including the Good Industry Practice and to check the progress of the works etc. and the Developer shall provide necessary cooperation and assistance to them in this behalf.

Provided that any failure on the part of CSTC to inspect or after inspection to point out deficiencies in any work, material, equipment and workmanship shall not, in relation to such work etc. (i) amount to any consent or approval of CSTC nor shall the same be deemed to be a waiver of any of the rights of CSTC under this Agreement; and (ii) release or discharge the Developer from its obligations or liabilities under this Agreement in respect of such work, etc.

ARTICLE - VI
DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 The Developer represents, warrants to and covenants with CSTC:

(i) That it has the necessary experience, capability, technical expertise and infrastructure to carry out the development of the CSTC’s Allocation and the Commercial Development Area in a manner that is expected of a developer of repute undertaking such like projects.

(ii) That it shall ensure that it completes the development of the CSTC’s Allocation and the Commercial Development Area as per the sanction plans, Project Implementation Schedule and other parameters in this regard and in compliance with all Applicable Law.

(iii) The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other first class residential and commercial developers in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations.

(iv) That it has adequate funds to undertake and complete the development of the CSTC’s Allocation and the Commercial Development Area as per the terms of this Agreement.

(v) That it has and shall continue to comply with terms and conditions of all the Consents and all other licenses, permits, approvals obtained by CSTC in its name for the development of the CSTC’s Allocation and the Commercial Development Area.
(vi) The Developer represents and covenants that it shall keep CSTC indemnified at all times in respect to any third party claim raised due to the default of the Professional Team, Building Contractor and all other persons employed and/or engaged by the Developer in relation to the development of the CSTC’s Allocation and the Commercial Development Area.

(vii) That it shall comply with all of the terms and conditions of the document of Request for Proposal.

(viii) That the Developer, any independent contractor engaged by the Developer and all its employees shall not do any act(s) which shall damage the reputation of CSTC in any manner whatsoever.

(ix) That the Developer will not use or in any way associate the name of CSTC with any work or work product of the Developer or any of its employee in any oral or written communication with a third party, without the prior written consent of CSTC.

(x) That the Developer shall make timely payments of all taxes, cess, duties, levies and charges and all applicable statutory dues as per Applicable Law payable by the Developer and/or CSTC for the development of the CSTC’s Allocation and the Commercial Development Area as per the terms and conditions of this Agreement.

(xi) That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.

(xii) That this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable against it in accordance with the terms hereof.
(xiii) That there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

(xiv) That the representations and warranties given by the Developer under this Agreement are true and valid and it has an obligation to disclose to CSTC as and when any of its representations and warranties ceases to be true and valid.

(xv) That the Developer shall reimburse to CSTC all charges and expenses paid by CSTC, if any, on behalf of the Developer.

**ARTICLE VII**

**PROFESSIONAL TEAM AND BUILDING CONTRACTOR**

The Developer shall:

7.1 Ensure that the Professional Team or any Building Contractor appointed for undertaking any work for the development of the CSTC’s Allocation and the Commercial Development Area or part thereof shall, apart from using best practices and highest quality of services, comply with the following:

7.1.1 **Materials, Labourers and Employees**

i. Provide all the materials in sufficient quantities and of best quality, consistent with the specifications for the execution and completion of the works.

ii. The labourers and employees engaged in the construction/completion or in any other aspect of the works will at all times be the employees and/or labourers and/or persons engaged or appointed by the Developer or the Professional Team or the Building Contractor, and CSTC shall not under any circumstances
whatsoever, be responsible for their actions and such employees and/or labourers shall not be considered to be the employees of CSTC under any circumstances whatsoever.

iii. In respect of all labour employed either directly or through sub-contractors shall comply with or cause to be complied with all provisions of Applicable Law for the labour as may be enacted or any modification thereof or any other law relating thereto and rules made thereunder from time to time, including but not limited to provident fund laws, minimum wages laws and contract labour regulations.

iv. All such contractors, employees, labourers and other personnel who may be employed and/or engaged for undertaking the development of CSTC's Allocation and the Commercial Development Area shall always remain as the employees / workmen / agents / contractors / labourers and personnel of the Developer and the Developer alone shall be responsible for due compliance of all statutory rules and regulations including payment of all wages and/or emoluments and in no event CSTC shall be liable and/or responsible to any governmental authority or any other person whatsoever for such employees / workmen / agents / contractors / labourers and personnel and in any event the Developer has agreed to keep CSTC, its Directors and officers saved harmless and fully indemnified from and against all actions, losses, damages, costs charges, claims actions, suits and proceedings incurred by CSTC related to or in connection with the engagement of any of these employees / workmen / agents / contractors / labourers and personnel by the Developer / Building Contractor or any subcontractor engaged by the Developer or Building Contractor.

7.1.2 Permits
i. Comply with all the Consents and all other licenses, permits, approvals and certificates necessary and complete the works in compliance with all the Applicable Laws, rules and regulations.

7.1.3 Supervision of the Works

i. Employ competent manager who shall be in attendance at the Site during the development of CSTC’s Allocation and the Commercial Development Area and performance of the works and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, and labourers.

ii. Supplement its staff with whatever additional supervisory personnel are required to assure that the development of CSTC’s Allocation and the Commercial Development Area and works shall be finished by the Completion Date as stated in this Agreement.

7.1.4 Protection of Works and Materials

i. Maintain adequate protection for the works from damage and shall protect and take all reasonable precautions to protect CSTC, the Site, any third party from injury or loss during the course of the works.

ii. Provide and maintain a watertight storage space, secure from theft, for storage of all the materials required for the execution of the works.

7.1.5 Dismissal of Building Contractor, Labourers and Employees

i. Immediately remove and replace from the works any of its Building Contractor, labourers and employees who may be unsuitable or incompetent or who maybe guilty of misconduct.

7.1.6 Insurance in respect of damage to persons and property
i. Obtain and maintain adequate insurance policies in respect to the materials, labourers and employees in relation to the works and to keep CSTC indemnified in respect of all claims raised by any person in respect to the insurance policies.

7.1.7 Independent Contractor

i. In the performance of its services hereunder and the various works to be carried out for development of CSTC’s Allocation and the Commercial Development Area in terms of this Agreement, the Developer, the Professional Team or the Building Contractor shall not be nor shall the Developer and/or such Professional Team and/or the Building Contractor be deemed to be or represent in any manner whatsoever to be an employee or agent or a person engaged by CSTC.

7.2 The Developer shall take all necessary actions to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any subcontracts or agreements which the Developer and the appointment of the members of the Professional Team and the Developer itself shall diligently observe and perform its obligation under the same.

7.3 Notwithstanding the appointment of any Building Contractor and/or the Professional Team, the Developer shall take full responsibility for the development of CSTC’s Allocation and the Commercial Development Area, for the care of any construction, project materials, construction equipment, temporary works, materials, things whatsoever related to the development and for any and all action of the Building Contractor and Professional Team. The Developer hereby agrees that it shall continue to remain fully liable and responsible to CSTC for all acts, omissions, negligence (willful or otherwise) of all third parties whether engaged or employed by it for the purposes of the development of CSTC’s Allocation and the Commercial Development Area including but not limited to Building Contractor and Professional Team.
7.4 The Developer shall remain responsible for overseeing and coordinating completion during the Defects Liability Period.

**ARTICLE - VIII**

**INSURANCE**

8.1 **Insurance**

8.1.1 **Insurance Requirement**

The Developer shall, at its cost and expense, during construction period purchase and maintain insurances for CSTC’s Allocation and the Commercial Development Area, as are prudent in terms of good industry practice, including but not limited to the following:

(a) builders all risk insurance;

(b) loss, damage or destruction of the development facilities and services, at replacement value;

(c) comprehensive third party liability insurance including injury or death to personnel of CSTC and others who may enter the Site;

(d) workmen’s compensation insurance;

(e) storage cum erection insurance;

(f) any other insurance that may be necessary to protect the Developer, its employees and its assets (against loss, damage or destruction at replacement value) including all force majeure events that are insurable and not otherwise covered in items (a) to (e).

8.1.2 **Evidence of Insurance Cover**

The Developer shall, from time to time, provide to CSTC, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Developer in accordance with this Agreement.
8.1.3 Validity of the Insurance Cover
The Developer shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to CSTC. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days’ clear notice of cancellation is provided to CSTC in writing. If at any time the Developer fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, CSTC, may at its option, purchase and maintain such insurance and all sums incurred by CSTC, therefore, shall be reimbursed by the Developer forthwith on demand, failure of which shall amount to event of default on the part of the Developer.

ARTICLE IX

CONSTRUCTION & COMPLETION

9.1 The constructions to be done by the Developer shall be wholly in accordance with the RfP and fit for the purposes for which they are intended, as defined in the RfP. The construction of CSTC’s Allocation shall include any work which is necessary to satisfy CSTC’s requirements which may have been communicated to the Developer prior to sanction of building drawings or is implied by the terms of the RfP or this Agreement, or arises from any obligation of the Developer, and all works not mentioned in the RfP or this Agreement but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of CSTC’s Allocation.

9.2 The Developer shall design, execute and complete the development at its own cost, within the time for completion, and shall remedy any defects within the defects liability period. The Developer shall provide all superintendence, labour, plant, materials, equipment, temporary works and all other things, whether of a temporary or permanent
nature, required in and for such design, execution, completion and remedying of defects. The Developer shall take full responsibility for the adequacy, stability and safety of all site operations, of all methods of construction and of all the works.

9.3 It is unconditionally agreed by the Parties that time is of the essence of the contract and shall be strictly adhered to by the Developer.

9.4 The Developer undertakes and agrees to complete construction of CSTC's Allocation as per CSTC's specifications and made over the same to CSTC to enable CSTC to carry out other constructional activities therein according to CSTC's requirements within 12 months from date of handing over possession of the Site.

9.5 The Developer also undertakes and agrees to complete the development of the Commercial Development Area and obtain notice of completion in respect thereof within a period of 36 months from the date of handing over possession of the Site.

9.6 It is clarified for the purpose of this Article that CSTC's Allocation and the Commercial Development Area shall be deemed to be complete on the occurrence of all the following events:

(a) CSTC's Allocation is constructed in accordance with the Building Drawings and Sanctioned Building Drawings and as per SCHEDULE – III hereof;

(b) the Commercial Development Area is constructed and completed in all respects in accordance with the Building Drawings, Sanctioned Building Drawings;

(c) all utilities such as water and sanitation are operational in all respect;

(d) the façade and the exterior of the Commercial Development Area are completed in all respect in accordance with the Building Drawings.

9.7 On receiving copy of full Completion Certificate and Occupancy Certificate, the parties shall proceed for execution and registration of Deed of Sub-Lease. The date of the
Occupancy Certificate shall be the date of completion of the development and commencement of the Defects Liability Period.

**ARTICLE - X**

**SUB-LEASE AND TRANSFERS IN THE NATURE OF FURTHER SUB-LEASE**

10.1 Upon completion of the development of the Commercial Development Area and upon fulfillment by the Developer of all its obligations contained herein in respect of the said CSTC’s Allocation and the Commercial Development Area, CSTC shall at the cost of the Developer, execute and register in its favour the sub-lease in accordance with the proforma Deed of Sub-Lease appended to the Request for Proposal document for a term of 99 years commencing from the date of occupancy certificate in respect of the building at a sub-lease rent of Rs. [*] per annum.

10.2 **Further Sub-Lease**

10.2.1 The Developer may enter into Agreements with End Users for transfers in the form of further sub-lease, as the case may be, of the Units comprised in the Developer's Allocation in the Commercial Development Area and realise monies from End Users in connection with such transfers in the form of further sub-lease of the Units Provided However that the End Users be made aware of and the following clauses be made an express part of such Agreements /Transfer in the form of Further Sub-Lease with the End Users –

a) All amounts payable by an End User are meant for the Developer alone and CSTC takes no responsibility in that regard.

b) CSTC shall not be liable to in any way to the End User for entering into such Agreement, for payment of money to the Developer or on any other head or account whatsoever.
c) CSTC expressly disclaims all responsibility towards such End User and/or the
Units in respect of which such Agreement is made with the End User and the End
User releases CSTC from all liability in this connection whatsoever.

d) The Developer shall not be entitled to create possessory right or give possession
of Units comprised in the Developer’s Allocation in the Commercial Development
Area or any part thereof to End Users, till such time CSTC’s Allocation is handed
over to CSTC in terms of this Agreement.

e) Only after the Sub-Lease is entered into by CSTC in favour of the Developer in
respect of the Developer’s Allocation in the Commercial Development Area, the
Developer may grant transfers in the form of further sub-lease with the End
Users in respect of the Units on such terms and conditions not inconsistent with
the terms of this Agreement and the Sub-Lease.

f) The Developer is a sub-lessee only in respect of the structures comprising the
Developer’s Allocation in the Commercial Development Area and has no freehold
or leasehold right and interest in the land comprised in the Site or part thereof,
except for proportionate share or interest in land underneath the structures.
Likewise, no freehold or leasehold right and interest in the land of the Site can be
transferred by the Developer to the End Users except as stated above.

10.2.2 The terms and conditions of the transfers in the form of further Sub-Lease shall include
the following:

a) The transfer in the form of further Sub-Lease shall be subject to the terms and
conditions stipulated herein as well as in the Sub-Lease. The Sub-Lease shall
accordingly *mutatis mutandis* apply to such transfers in the nature of further Sub-
Lease. The transfers in the nature of further Sub-Lease shall specifically stipulate
that all right title and interest over the Site and the Commercial Development
Area after expiry or sooner determination of Sub-Lease shall vest in CSTC
without any claim or demand for compensation or otherwise by the Developer or the End Users.

b) Any violation of the terms and conditions of the Sub-Lease by the End Users or the Developer will result in automatic termination of the transfer in the nature of further Sub-Lease.

c) The End User agrees and undertakes that the transfer in the form of further Sub-Lease shall be co-terminus with the Sub-Lease.

d) The End User and Developer shall indemnify CSTC in respect of any claim made against CSTC by any statutory / other authority or any other party with regard to violation of the Sub-Lease.

10.3 **Use of Property**

10.3.1 The Sub-Lease shall be granted by CSTC in respect of the Developer’s Allocation in the Commercial Development Area to the Developer who shall be entitled in accordance with the terms and conditions of this Agreement to grant transfers in the form of further sub-lease thereof to the End Users for any purpose not contrary to law for the time being in force.

10.3.2 The End User shall not carry on or be permit to be carried on in the Commercial Development Area or any part thereof any offensive noisy or dangerous trade business manufacture or occupation nor use the same or allow the same to be used for any illegal or immoral purpose nor do anything whereby any disturbance or annoyance may be caused but will use the same only for the purpose mentioned above and comply with all Applicable Laws in this regard.

10.3.3 The Developer and the End Users will not do or allow to be done in or about the Commercial Development Area anything which will be detrimental to the value of the CSTC’s Allocation or damage the same in any way.
10.3.4 The End Users may assign or further sub-lease or deal with or dispose of the area comprised in their occupation on the terms and conditions not inconsistent with the terms of the Sub-Lease or such Deed of transfer in the form of further sub-lease and subject to indemnifying CSTC against all losses costs claims demands and damages which CSTC may suffer or be put to in respect of or arising out of such further transfer.

10.4 Rent and Other Expenses

10.4.1 In addition to the sub-lease rental, the End User shall bear pay to the operation and maintenance agency of the Commercial Development Area all costs including proportionate rent of the Sub-Lease, the operation and maintenance expenses, water consumption, etc as may be stipulated by the operations and maintenance agreement.

10.4.2 The End User shall pay and discharge proportionately all present and future taxes, duties and levies including but not limited to municipal tax and any such other tax leviable by any government or semi-government, regulatory or local municipal authority as per the Applicable Law.

10.5 Miscellaneous

10.5.1 The End User shall at all times during subsistence of the further Sub-Lease upon receipt of 24 hours previous notice in writing allow CSTC, its men agents and servants to enter into the further sub-leased / sub-let area and view the condition thereof and give or leave notice of any defect in such condition and when such defect has been caused by any act or default on the part of the End User, its servants or agents or when the End User is otherwise liable to make good the same the End User shall make good such defect within 15 days after such notice has been given or left.

ARTICLE - XI

OPERATION AND MAINTENANCE OF THE COMMERCIAL DEVELOPMENT AREA
11.1 The Developer shall be responsible for the operation and maintenance of the Commercial Development Area at its own cost and expense.

11.2 The Developer may nominate any of its Affiliate or group companies for carrying out operation and maintenance activities for the Commercial Development Area.

11.3 Upon formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the Commercial Development Area, the Developer may nominate such association / society / company for carrying out operation and maintenance activities for the Commercial Development Area.

ARTICLE - XII

LIQUIDATED DAMAGES

12.1 Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Developer under this Agreement, the Developer shall pay to CSTC, liquidated damages at the rate of 1% of the total cost for the development of CSTC’s Allocation ("Project Cost") per week for not meeting the Project Implementation Schedule. Provided such liquidated damages shall not in aggregate exceed 10% of the Project Cost ("Liquidated Damages For Delay"). In case delay exceeds 70 (seventy) days, CSTC, shall be entitled to terminate this Agreement. The Project Cost will be calculated as the product of Total Area of CSTC’s Allocation (as specified in SCHEDULE – III hereof) in sq. ft. and the construction cost @ Rs. 2,000/- (Rupees Two thousand only) per sq. ft.

12.2 The payment of Liquidated Damages For Delay does not in any way relieve the Developer from any of its obligations and liabilities under this Agreement.
12.3 The sums for liquidated damages as set out in this Article represent a genuine pre-
estimate of the damages likely to be suffered by CSTC if such delay occurs. The parties
agree that the losses that will actually be sustained by CSTC are uncertain and impossible
to determine with precision and the sums set out in this Article seek to limit the potential
liability of the Developer and constitute liquidated damages and not a penalty.

12.4 If this Article (or any part hereof) is found for any reason to be void, invalid or otherwise
inoperative so as to disentitle CSTC from claiming liquidated damages, CSTC is entitled to
claim against the Developer damages at law for the Developer's delay.

ARTICLE - XIII

DEFAULT

13.1 In addition to any other event of default appearing in any other provisions of this
Agreement, the following events shall be construed as events of default on the part of the
Developer ("Developer Event of Default"): 

i) If the Developer fails to pay within the stipulated time period, to CSTC or any
Person nominated by CSTC any amounts due and payable under this Agreement;

ii) If the Developer shall wholly or partially suspend the development of CSTC's
Allocation and the Commercial Development Area;

iii) If the Developer does not meet milestones for completion of CSTC's Allocation
and the Commercial Development Area as per the Project Implementation
Schedule;

iv) If there shall be any Material Breach of any of the obligations on the part of the
Developer contained in this Agreement.

vii) If the Developer shall have a receiver administrator or administrative receiver
appointed in respect of the whole or a substantial part of its assets;
viii) If the Developer is declared insolvent.

13.2 Upon the occurrence of Developer Event of Default, the following procedure shall apply:

(a) CSTC may give a default notice to the Developer, specifying in reasonable detail the Developer Event of Default, giving rise to such default notice and demanding remedy thereof within a period of 15 days ("Cure Period"); and

(b) During the Cure Period, the Parties shall consult as to what steps shall be taken with a view to:

i. mitigating the consequences of; and

ii. curing such Developer Event of Default.

(c) At the expiry of the Cure Period, if the applicable Developer Event of Default has not been cured and the Parties have not agreed to extend the Cure Period, CSTC may terminate this Agreement by giving a termination notice to the Developer, whereupon this Agreement shall terminate on the date specified for termination in the termination notice or such later date as the Parties shall have agreed ("Termination Date").

13.3 In addition to any other remedies available to CSTC under this Agreement, in law or in equity, on the Termination Date:

13.3.1 The development right of the Developer shall stand terminated.

13.3.2 The Developer shall transfer, assign and deliver to CSTC free and clear of any encumbrances, vacant and peaceful possession of the Site along with the buildings, facilities and structures constructed on, over, at or under it and its right, title and interest in and to the Developer's Allocation.

13.3.3 CSTC shall have the right to appoint a new contractor or developer for development of CSTC’s Allocation and the Commercial Development Area.
13.3.4 The Developer shall hand over to CSTC all documents including project drawings, manuals, designs, documents, information and records relating to the development of CSTC’s Allocation and the Commercial Development Area without any claim for compensation and CSTC shall be at liberty to use such project drawings, manuals, designs, documents, information and records relating to the development of CSTC’s Allocation and the Commercial Development Area for furtherance of the project through a new contractor or developer or by itself and such use shall also not be construed as any infringement of the intellectual property rights of the Developer.

13.3.5 The Developer shall at its cost remove from the Site all such moveable assets which are not taken over by CSTC. In the event the Developer fails to remove such objects within the stipulated time, CSTC may remove and transport or cause removal and transportation of such objects, after giving the Developer notice of its intention to do so. The Developer shall be liable to bear the cost and the risk of such removal, transportation and storage.

13.3.6 The Developer shall also furnish all such information, take all such other action and shall cooperate with CSTC as CSTC shall reasonably require in order to effectuate an orderly and systematic termination of Developer’s duties and activities hereunder and an orderly and systematic transfer of duties to the Developer’s successor. Article 13.3.6 of this Agreement shall survive any termination of this Agreement.

13.3.7 All proceeds of insurance claims shall be handed over to CSTC and the Developer or Persons claiming through or under it shall have no claim thereon or rights thereto.

13.3.8 All moneys paid by the Developer to CSTC as premium shall stand forfeited to CSTC being a genuine pre-estimate of damages.
ARTICLE - XIV

DEFECTS LIABILITY

14.1 The Developer hereby undertakes to keep CSTC indemnified against all third party claims and actions arising out of any defects relating to the development of CSTC’s Allocation and the Commercial Development Area.

14.2 The Developer shall guarantee against any defect in construction of CSTC’s Allocation and such other defects which can affect CSTC’s Allocation for a period of 2 (two) years from the Completion Date ("Defects Liability Period"). Within such period, the Developer will remedy all such defects at its cost.

ARTICLE - XV

CSTC’S OBLIGATIONS

15.1 CSTC has agreed:

i) To grant possession of the Site to the Developer within the agreed time;

i) As may be reasonably practicable, to co-operate with the Developer in all respect for the development of CSTC’s Allocation and the Commercial Development Area in terms of this Agreement;

ii) To execute all legal and regulatory deeds, documents and instruments as may be necessary and/or required from time to time;

iii) For the purpose of obtaining all Consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of CSTC’s Allocation and the Commercial Development Area in accordance with the Sanctioned Building Drawings;
v) To assist and co-operate with the Developer in obtaining all Consents including Sanctioned Building Drawings with the intent and object that the Developer shall be entitled to maximize the FAR applicable to the Site.

vi) To assist and co-operate with the Developer in shifting of utilities like electricity, water connection, drains and sewers etc. Such shifting of utilities would have to done through the relevant authorities/ bodies and at the cost of the Developer.

**ARTICLE - XVI**

**INDEMNITY**

16.1 The Developer hereby undertakes to keep CSTC indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of CSTC’s Allocation and the Commercial Development Area.

16.2 The Developer hereby undertakes to keep CSTC indemnified and indemnifies CSTC against all actions suits costs proceedings and claims that may arise out of the Developer’s action with regard to the development of CSTC’s Allocation and the Commercial Development Area and/or in the matter of construction of CSTC’s Allocation and the Commercial Development Area and/or for any defect therein.

16.3 If any accident or mishap takes place during construction until completion of CSTC’s Allocation and the Commercial Development Area whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors of the Professional Team and Building Contractor, the same shall be on account of the Developer and CSTC shall be fully absolved of any liability or claim thereof or therefrom.

**ARTICLE - XVII**

**FORCE MAJEURE**
17.1 **Force Majeure Event**

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Development Agreement, but only if and to the extent that such events and circumstances pertains to the Project or has a direct effect on the operations of the Site, which are not within the affected Party's reasonable control and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money:

(a) earthquake, flood, inundation and landslide

(b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances

(c) fire caused by reasons not attributable to the Developer or any of the employees, contractors or agents appointed by the Developer for purposes of construction of the Commercial Development Area and CSTC's Allocation

(d) acts of terrorism

(e) a change in law, resulting in material adverse effects

(f) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Developer or its contractors, war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions
any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Developer in any proceedings which is non-collusive and duly prosecuted by the Developer, and

(h) early determination of this Agreement by CSTC for reasons of national emergency or national security.

17.2 Exclusions from Force Majeure Event

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

(a) Unavailability, late delivery or changes in cost of plant, machinery, equipments, materials, spare parts or consumables for construction of the Commercial Development Area and CSTC’s Allocation;

(b) A delay in the performance of any contractor or supplier

(c) An indirect effect on the operations

(d) Non-performance resulting from normal wear and tear and non-performance caused by, or connected with, the non-conforming party’s (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the laws of India, or (c) breach of, or default under this Agreement.

17.3 Notice of Force Majeure Event

(a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:
i) the nature and extent of the Force Majeure Event

ii) the estimated Force Majeure Period

iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event

iv) the measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

v) any other relevant information concerning the force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.

(b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Site in order to:

i. assess the impact of the underlying Force Majeure Event,

ii. to determine the likely duration of Force Majeure Period and

iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the Force Majeure Period provided to the other Party regularly (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other party may also reasonably require.
17.4 **Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

(a) due notice of the Force Majeure Event has been given as required by Article 17.3 above;

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Site and the plants, machineries and equipments situated thereat as a result of the Force Majeure Event and to restore such facilities and the Site, in accordance with the Good Industry Practice and its relative obligations under the Agreement;

(d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;

(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which capable of being performed in accordance with this Agreement; and

(f) any insurance proceeds received shall be, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, as much as permissible, or in accordance with Good Industry Practice.
17.5 Liability for other losses, damages, etc.

Save and except as expressly provided in this clause, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relaying to or arising out of occurrence or existence of any Force Majeure Event.

ARTICLE - XVIII

SECURITY INTEREST

18.1 For the purpose of undertaking development of CSTC’s Allocation and the Commercial Development Area:

a) The Developer shall be entitled to create security interest over its own assets in the Commercial Development Area not including CSTC’s Allocation.

b) The Developer shall have the right to assign this Agreement for the purpose of financing of the development of the Commercial Development Area to scheduled commercial banks and financial institutions.

ARTICLE - XIX

MISCELLANEOUS

19.1 Relationship of the Parties

This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.

19.2 Entire Agreement
This Agreement together with the document of Request for Proposal constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersede all previous agreements or arrangements between the Parties.

19.3 Costs

Each Party shall pay and bear its own cost in respect of their respective advocates and/or solicitor’s fees. Stamp duty and the registration charges in respect of this Agreement shall be paid borne by the Developer.

19.4 Notices

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by speed post) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

CSTC Address:

Developer Address:
19.5 **Waiver**

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

19.6 **Time is of the essence**

Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

19.7 **Severability**

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19.8 **Continued Liability**

Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

19.9 **Modification**
The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

19.10 Binding Effect

This Agreement shall be binding on the parties hereto and their respective successors and assigns.

19.11 Mutual Co-operation

Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

19.12 Assignment

This Agreement is completely personal to the Developer and except as specifically provided for in this Agreement, in no event the Developer shall be entitled to transfer and/or assign its right title interest and/or the benefits of this Agreement to any other person and/or person without the consent of CSTC, in writing prior had and obtained.

19.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

19.14 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.
19.15 Survival

The provisions of Article 6 (Developer’s Representations, Warranties and Covenants); Article 13 (Default); Article 20.2 (Arbitration); Article 19.4 (Notices); Article 19.16 (Confidentiality) shall survive the expiry or prior termination of this Agreement.

19.16 Confidentiality

(a) No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with CSTC’s Allocation and the Commercial Development Area any information which is by its nature or is marked as proprietary material or “confidential”, concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the development of CSTC’s Allocation and the Commercial Development Area. This provision shall not apply to information:

(i) already in the public domain, otherwise than by breach of this Agreement;

(ii) already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality;

(iii) obtained from a third party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any government authority.

19.17 Jurisdiction

Courts at Kolkata shall have exclusive jurisdiction in respect of all interim applications and other proceedings arising out of this Agreement.

ARTICLE - XX

ARBITRATION

20.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

20.2 Arbitration

20.2.1 Arbitrators

In the event the dispute or difference or claim, as the case may be, is not resolved within sixty (60) days of reference for amicable settlement, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The substantive law for the arbitration shall be Indian law. The sole Arbitrator shall be appointed by the Principal Secretary of the Transport Department of the Government within a period of 30 days of a request to him in writing by the party invoking arbitration.
20.2.2 **Place of Arbitration**

The place of arbitration shall be Kolkata, the arbitration hearings, if required, can be held elsewhere from time to time by mutual agreement of the parties.

20.2.3 **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

20.2.4 **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party.

20.2.5 **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**SCHEDULE – I ABOVE REFERRED TO:**

(Description of said premises)

[Set Out]
SCHEDULE – II ABOVE REFERRED TO:

(Description of Site)

[ Set Out ]

SCHEDULE – III ABOVE REFERRED TO:

(Description of CSTC’s Allocation)

[ Set Out ]

SCHEDULE – IV ABOVE REFERRED TO:

(Specifications)

(Material and Technical Specifications)

[ Set Out ]
**SCHEDULE – V ABOVE REFERRED TO:**

*(Project Implementation Schedule)*

*(Milestones)*

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Maximum time period for completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase – I</td>
<td>Submission and approval of Draft Building Drawings</td>
<td>[●] days from Commencement Date</td>
</tr>
<tr>
<td>Phase – II</td>
<td>Completion of construction of CSTC’s Allocation</td>
<td>12 months from the date of handover of possession of the Site</td>
</tr>
<tr>
<td>Phase – III</td>
<td>Completion of construction of the Commercial Development Area and obtaining notice of completion from a certified LBS/LBA</td>
<td>36 months from the date of handover of possession of the Site</td>
</tr>
<tr>
<td></td>
<td>Obtaining full Occupancy Certificate in respect of the Project from the relevant municipal/ panchayat body</td>
<td>[●] months from the completion of construction of the Commercial Development Area</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED on behalf of CSTC
by its Managing Director, Mr. [•] at Kolkata
pursuant to authorization granted to him by
the Board of CSTC at its meeting held on [•]
in the presence of:

SIGNED AND DELIVERED on behalf of the
Developer [●] by its [●], Mr. [●] at Kolkata in the presence of:

DATED THIS ….. DAY OF …………….. 2016

BETWEEN

CALCUTTA STATE TRANSPORT CORPORATION … [●]

AND

[●]

… DEVELOPER
DEVELOPMENT AGREEMENT
To
Special Secretary
Transport Department, Government of West Bengal
(In-charge of the Project of Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation)
Paribahan Bhawan, 1st Floor
12, R.N. Mukherjee Road, Kolkata – 700001.

Sub: Technical Proposal for <Grant of right of development and sub-lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation>

Dear Sir,

1. With reference to your RfP document vide RfP No. 15 dated 18th July 2016, we, having examined the RfP Document and understood their contents, hereby submit our Technical Proposal for the aforesaid Project.

2. We acknowledge that the Department/Technical Proposal Committee will be relying on the information provided in the Technical Proposal and the documents accompanying the bid for selection of the contractor/ lessee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.

3. This statement is made for the express purpose for our selection as Sub-Lessee for the above mentioned project.

4. We shall make available to the Department/ Technical Proposal Committee any additional information it may find necessary or require to supplement or evaluate our Technical Proposal.

5. We acknowledge the right of the Department/ Technical Proposal Committee to reject our Technical Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law our right to challenge the same on any
account whatsoever.

6. We undertake that if the Project is awarded to us, we will meet the Construction Requirements and other specifications as such other rules and regulations as has been stipulated in the RfP as may be applicable from time to time.

7. We also undertake to meet the extant laws, rules and regulations of the Government of India, the Government of West Bengal, local, municipal, planning & development authorities and other competent authorities of the concerned jurisdiction area, the environmental norms of both the Government of West Bengal and the Government of India and all other rules and regulations as may be applicable.

8. We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Technical Proposal that you may receive nor to invite the bidders to submit their Technical Proposals for the Project, without incurring any liability to the bidders, in accordance with clause 1.16 of the RfP document.

9. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department/Technical Proposal Committee in connection with the evaluation of the Technical Proposals, or in connection with the evaluation process itself, in respect of the above mentioned Project and the terms and implementation thereof.

Yours faithfully,

Date: (Signature, name and designation of the authorised signatory)

Place: (Name and seal of the bidder/lead member)
APPENDIX XI: MODEL SUBSTITUTION AGREEMENT

THIS AGREEMENT made this [●] day of [●],[●]

BETWEEN

[*], a company incorporated under the Companies Act, 1956, / limited liability partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008/ partnership firm within the meaning of the Indian Partnership Act, 1932 having its registered office/ office at [●], hereinafter referred to as the “DEVELOPER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or permitted assigns) of the FIRST PART

AND

(where the Developer is a consortium)

{.........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “Lead Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{.........., a company / partnership incorporated/registered under the ........} and having its {registered office/ office} at ........../ residing at ......................... (hereinafter referred to as the “1st Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND
{..........., a company / partnership incorporated/registered under the ..........} and having its {registered office/ office} at ........../ residing at ..................... (hereinafter referred to as the “2nd Consortium Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The Lead Member, 1st Consortium Member and the 2nd Consortium Member hereinafter collectively referred to as the “CONFIRMING PARTIES OF THE DEVELOPER” of the FIRST PART.

AND

........................... (Financial Institution/ Bank) having its Registered Office/ Office at ———— —————— ———— ———— ———— hereinafter referred to as "the LENDER" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes of the SECOND PART.

AND

CALCUTTA STATE TRANSPORT CORPORATION, a Road Transport Corporation under the Road Transport Corporations Act, 1950 and having its registered office at [●], hereinafter referred to as “CSTC” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or and assigns) of the THIRD PART.

WHEREAS:

A. CSTC has entered into a Development Agreement dated .....................with the Developer (the “Development Agreement”) for construction of the CSTC’s Allocation and the Developer’s Allocation in accordance with construction specifications(the “Project”) as specified in the RfP Document issued by the Transport Department for Development and Lease of Certain Structures together with proportionate share or interest in an
identified land parcel within the Sarsuna Depot of Calcutta State Transport Corporation vide RfP No. 15 dated 18th July 2016, and a copy of which is annexed hereto and marked as Annexure-A to form part of this Agreement.

B. The Lender has agreed to finance the Project in accordance with the terms and conditions set forth in the Loan Agreement, entered into with the Developer.

C. The Lender has requested CSTC to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Developer to a nominated company/LLP in accordance with the provisions of this Agreement and the Development Agreement, in the event of future failures on the part of the Developer to pay the Debt Dues arising out of the Loan Agreement(s) with the Lender.

D. With a view to facilitate financing of the Project, CSTC and the Developer have agreed to enter into Substitution Agreement being these presents with the Lender.

NOW, THIS AGREEMENT WITNESSETH AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

"Agreement" means this agreement and includes any amendment or modification made to this agreement in accordance with the provisions hereof.
"Development Agreement" means the Development Agreement referred to in Recital (A) above and annexed hereto as Annexure -A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Loan Agreement(s) or a continuous default in servicing debt thereunder by the Developer for a minimum period of 3 (three) months.

"Notice of Financial Default" shall have the meaning ascribed to in Article 3.2.1.

"Residual Development Period" means the period which shall be the remainder of the Development Period computed from the date of issuance of Notice of Financial Default by the Lender.

"Parties" means the parties to this Agreement collectively and 'Party" shall mean any of the Parties to this Agreement individually;

"Selectee" means a company/ limited liability partnership proposed by the Lender pursuant to this Agreement and approved by CSTC for substituting the Developer for the Residual Development Period, in accordance with the provisions of this Agreement.

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Agreement and not defined herein but defined in the Development Agreement and/or the RFP shall, unless repugnant to the context, have the meaning ascribed thereto in the Development Agreement and/or the RFP.
1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Article-I of the Development Agreement shall apply, mutatis mutandis, to this Agreement.

ARTICLE 2 - ASSIGNMENT

2.1 Assignment of rights and title

The Developer hereby agrees to assign its rights, title and interest in the Development Agreement to, and in favour of the Lender pursuant to and in accordance with the provisions of this Agreement and the Development Agreement by way of security in respect of financing by the Lender under the Loan Agreement(s).

ARTICLE 3 - SUBSTITUTION OF THE DEVELOPER

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Article 2.1, the Lender shall be entitled to substitute the Developer by a Selectee under and in accordance with the provisions of this Agreement and the Development Agreement.

3.1.2 CSTC hereby agrees to substitute the Developer by endorsement on the Development Agreement in favour of the Selectee selected by the Lender in accordance with this Agreement (For the avoidance of doubt, the Lender shall not be entitled to undertake the Project either individually or collectively).

3.2 Substitution upon occurrence of Financial Default
3.2.1 Upon occurrence of a Financial Default, the Lender may issue a notice to the Developer (the "Notice of Financial Default") along with particulars thereof, and send a copy to CSTC for its information and record. A Notice of Financial Default under this Article, shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Developer for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lender may, without prejudice to any of its rights or remedies under this Agreement or the Loan Agreement(s), substitute the Developer by a Selectee in accordance with the provisions of this Agreement.

3.2.3 At any time after issue of Notice of Financial Default, the Lender may by notice require CSTC to suspend all the rights of the Developer and upon receipt of such notice, CSTC shall undertake suspension of the Development Agreement, unless CSTC deem that such suspension shall be detrimental to its interest. The aforesaid suspension shall be revoked if the Financial Default is cured by the Developer within a period of 15 days (Cure Period) as prescribed in Article 13.2 of the Development Agreement, and in the event such Financial Default is not cured within the Cure Period, upon being informed by the Lender, CSTC may terminate the Development Agreement forthwith by issuing a termination notice in accordance with the provisions of the Development Agreement; provided that upon written request from the Lender and the Developer, CSTC may extend the aforesaid period of 90 (ninety) days by a period not exceeding 30 (thirty) days.

3.3 Substitution upon occurrence of Developer Event of Default

3.3.1 Upon occurrence of a Developer Event of Default, CSTC shall by a notice inform the Lender of its intention to issue a termination notice and grant 15 (fifteen) days time to
the Lender to make a representation, stating the intention to substitute the Developer by a Selectee.

3.3.2 In the event that the Lender makes a representation to CSTC within the period of 15 (fifteen) days specified in Article 3.3.1, stating that it intends to substitute the Developer by a Selectee who would rectify the Developer’s Event of Default on the terms contained in the Development Agreement, the Lender shall be entitled to undertake and complete the substitution of the Developer by a Selectee in accordance with the provisions of this Agreement within a period of 90 (ninety) days from the date of such representation, and CSTC shall either withhold termination and/or suspend the rights of the Developer for the aforesaid period of 90 (ninety) days; provided that upon written request from the Lender and the Developer, CSTC shall extend the aforesaid period of 90 (ninety) days by a period not exceeding 30 (thirty) days.

3.4 **Procedure for substitution**

3.4.1 CSTC and the Developer hereby agree that upon expiry of the Cure Period from the date of Notice of Financial Default or the date of representation to CSTC under Article 3.3.2, in the case of a Developer Event of Default, as the case may be, the Lender may invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the transfer of the Project including the right of development to the Selectee upon such Selectee's assumption of the liabilities and the obligations of the Developer from towards CSTC under the Development Agreement towards the Lender under the Loan Agreement(s).

3.4.2 To be eligible for substitution in place of the Developer, the Selectee shall be required to fulfill the eligibility criteria that were laid down by Transport Department for shortlisting the bidders for award of the right of development and lease of future structures and such
other conditions as CSTC may impose having regard to situation prevailing at such time to be substituted in place of the Developer.

3.4.3 Upon selection of a Selectee, the Lender shall request CSTC to:

a) accede to transfer to the Selectee the rights and obligations including but not limited to construction of the Project in accordance with the Development Agreement, of the Developer under the Development Agreement; and

b) endorse and transfer the Development Agreement to the Selectee on the same terms and conditions, for the Residual Development Period.

3.4.4 If CSTC has any objection to the carry out the substitution in favour of the Selectee in accordance with this Agreement, it shall within 15(fifteen) days from the date of proposal made by the Lender, give its decision in this regard. In the event of CSTC deciding against the transfer of the Development Agreement to the Selectee, the Lender may propose another Selectee whereupon the procedure set forth in this Article 3.4 shall be followed for substitution of such Selectee in place of the Developer.

3.5 Selection to be binding

The decision of CSTC in selection of the Selectee shall be final and binding on the Developer and the Lender. The Developer irrevocably agrees and waives any right to challenge the actions of the Lender or CSTC taken pursuant to this Agreement including the transfer/novation/assignment/endorsement of the Development Agreement in favour of the Selectee. The Developer agrees and confirms that it shall not have any right to seek revaluation of assets comprised in the Project or the Developer's shares. The Lender agrees that the Lender shall have no liability towards CSTC for the Debt Dues.

3.6 Not to affect the rights of the CSTC
Nothing herein contained shall be deemed to affect the rights of CSTC arising out of the Development Agreement, in case of Developer’s Event of default, or otherwise.

**ARTICLE 4 - TERMINATION OF DEVELOPMENT AGREEMENT**

4.1 Termination upon occurrence of Financial Default

After expiry of the Cure Period from the issue of a Notice of Financial Default, the Lender may by a notice in writing require CSTC to terminate the Development Agreement forthwith, and upon receipt of such notice, CSTC may terminate the Development Agreement, unless CSTC deem that such termination shall be detrimental to its interest.

4.2 Termination when no Selectee is selected

In the event that no Selectee acceptable to CSTC is selected and recommended by the Lender within the period of 90 (ninety) days or any extension thereof as set forth in Article 3.3.2, CSTC may terminate the Development Agreement forthwith in accordance with the provisions thereof.

4.3 Realisation of Debts Due

CSTC and the Developer hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lender is entitled to receive from the Developer, without any further reference to or consent of the Developer, the Debts Due upon termination of the Development Agreement and/ or the Loan Agreement(s) executed between the Lender and the Developer.

**ARTICLE 5- DISPUTE RESOLUTION**
5.1 **Arbitration**

In the event if any dispute or difference or claim of any kind arises between the Parties arising out of this Agreement and cannot be amicably resolved by the Parties, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The substantive law for the arbitration shall be Indian law. The sole Arbitrator shall be appointed by the Principal Secretary of the Transport Department of the Government within a period of 30 days of a request to him in writing by the party invoking arbitration.

5.2 **Place of Arbitration**

The place of arbitration shall be Kolkata, the arbitration hearings, if required, can be held elsewhere from time to time by mutual agreement of the parties.

5.3 **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

5.4 **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such party.

5.5 **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such
ARTICLE 6- MISCELLANEOUS

6.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Kolkata shall have the jurisdiction overall matters arising out of or relating to this Agreement.

6.2 Priority of agreements

In the event of any conflict between the Development Agreement and this Agreement the provisions contained in the Development Agreement shall prevail over this Agreement.

6.3 Alteration of terms

All addition, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representative of the Parties.

6.4 Waiver

6.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement; b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and c) shall not affect the validity or enforceability of this Agreement in any manner.
6.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

6.5 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

6.6 Survival

6.6.1 Termination shall:

a) not relieve the Developer or the Lender, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

6.6.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

6.7 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or
enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

6.8 Successors and assigns

This Agreement shall be binding on and shall inure to the benefits of the Parties and their respective successors and permitted assigns.

6.9 Notices

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by speed post) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

Developer's Address:

Lender’s Address:

CSTC Address:
6.10 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

6.11 Authorised representative

Each of the Parties shall be notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

6.12 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day month and year first above written

SIGNED AND DELIVERED on behalf of the

Developer[•] by its [•], Mr. [•] at Kolkata in the presence of:
SIGNED AND DELIVERED on behalf of the Lender[*] by its [*], Mr. [*] at Kolkata in the presence of:

SIGNED AND DELIVERED on behalf of the CALCUTTA STATE TRANSPORT CORPORATION by its Managing Director, Mr. [*] at Kolkata pursuant to authorization granted to him by the Board of CSTC at its meeting held on [*] in the presence of:

DATED THIS ...... DAY OF ..............., 20____

BETWEEN

[*]

... DEVELOPER
AND

... LENDER

AND

CALCUTTA STATE TRANSPORT CORPORATION

... CONFIRMING PARTY

SUBSTITUTION AGREEMENT