



REQUEST FOR PROPOSAL

FOR

LONG TERM LEASE OF SURPLUS LAND

AT

BELGACHIA DEPOT OF

THE CALCUTTA TRAMWAYS COMPANY (1978) LIMITED

TRANSPORT DEPARTMENT

GOVERNMENT OF WEST BENGAL

FOR & ON BEHALF OF

THE CALCUTTA TRAMWAYS COMPANY (1978) LIMITED

RfP No. 10 dated 11th FEBRUARY 2015

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GLOSSARY

Applicable Laws	As stated in Clause 5.1
Associate	As defined in Clause 6.8 Explanation
Bank Guarantee	As defined in Clause 1.18.1
Conflict of Interest	As defined in Clause 6.8
CTC	As defined in Clause 1.1.4
damages	As defined in Clause 6.8
Department	As defined in Disclaimer
Designated Officer	As specified in Appendix I: Data Sheet of the Project
FAR	Floor Area Ratio
Financial Bid	As defined in Clause 1.5.1
Financial Capacity	As defined in Clause 1.4.4
GoWB	Government of West Bengal
Joint Bidding Agreement	As defined in Clause 1.4.3 (b)
Lease Deed	As defined in Clause 1.2.6
Lease Premium	As defined in Clause 1.2.8
Lessee	As defined in Clause 1.2.3
LLP	Limited Liability Partnership
LOI	As defined in Clause 2.3.5
Net Worth	As defined in Clause 1.4.5
Payee	CTC-Depot Land Commercial Utilisation A/c
Project	As defined in Clause 1.1.4
PSU	Public Sector Undertaking
Qualification Bid	As defined in Clause 1.4.1

RfP	As defined in Disclaimer
Reserve Price	As defined in Clause 1.2.12
Rs. / INR	Indian Rupees
said land parcel	As defined in Clause 1.2.1
Scheduled Bank	As defined in Clause 1.2.10
Selected Bidder	As defined in Clause 1.2.2
Subject Person	As defined in Clause 6.8
STU	As defined in Disclaimer
Tie Bidders	As defined in Clause 2.3.4

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 Lease Deed.

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/STU is bound to grant lease to the Selected Bidder (as defined in clause 1.2.2) 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 its 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 Act/ State Act/ Municipal Act/ 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 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 also contain offices and staff quarters.
- 1.1.3 One such STU, The Calcutta Tramways Company (1978) Ltd. has approved of a proposal for optimal and commercial utilization of its depots by unlocking surplus 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 The Belgachia Depot of The Calcutta Tramways Company (1978) Ltd. (for short “CTC”) at 34, Khudiram Bose Sarani is one such depot in which an identified land parcel has been separated from the rest of the depot and is being offered for lease (the “Project”).
- 1.1.5 The objective of this exercise would be to unlock valuable excess land resources of the said depot. Through a competitive bidding process of selection of bidder to whom lease would be granted, the Department also expects to generate substantial revenue which

can be used by CTC for several purposes, including, inter alia, re-payment of dues of CTC to the GoWB, further improvement of CTC operations, other developmental works and sundry other purposes.

- 1.1.6 Bids had previously been invited for lease of the said identified and demarcated portion of the land of the Belgachia Depot by RfP No. 08 dated 28th February, 2014. The tender process has since been cancelled and fresh offers are being invited through this RfP. However, there is no change in the criteria for Qualification Bid from the RfP documents published on 28th February 2014. Hence, interested bidders who have already submitted bids for lease of the said identified and demarcated portion of the land of the Belgachia Depot in the above mentioned earlier tendering process, need not submit Qualification Bid again for this Depot. However, such bidders will have to provide the audited annual report/(s) (in case of a consortium, audited annual report for each member of the consortium to be provided) for the financial year 2013-2014. Audited annual report/(s) (in case of a consortium, audited annual report for each member of the consortium to be provided) for financial year 2013-2014 shall be submitted in 3 (three) copies (one original and two photocopies). In addition, such bidders are required to submit Financial Bid afresh, as per the requirements mentioned in the instant RfP in a sealed envelope. Such bidder may either submit Bid Security Bank Guarantee afresh or cause extension of the validity period of the previously submitted Bid Security Bank Guarantee as per the requirements mentioned in the instant RfP. Such bidders will also have to apply in writing to the Managing Director, CTC requesting for consideration of Qualification Bid submitted earlier for lease of the said identified and demarcated portion of the land of the Belgachia depot and return of earlier Bid Security Bank Guarantee (unless such bidder wishes to extend its validity period) and sealed envelope containing Financial Bid. If such bidder chooses to cause extension of the Bid Security Bank Guarantee instead of

submitting a fresh Bid Security Bank Guarantee, documents evidencing such extension will have to be submitted in a separate envelope. Each of the two envelopes containing Fresh Bid Security Bank Guarantee / Extended Bid Security Bank Guarantee (as the case may be) and Fresh Financial Bid will have to be sealed before submission by such bidder, and put inside a third sealed envelope.

1.2 **Project details**

- 1.2.1 The GoWB through its Transport Department hereby invites bidders to give offers for lease of the said identified and demarcated portion of the land of the Belgachia Depot, particulars whereof would appear from Appendix I: Data Sheet of the Project hereof and which land is hereinafter referred to as the “**said land parcel**”. The said land parcel shall be separated from the entire depot and possession of the said land parcel shall be made over to the Selected Bidder (as defined in clause 1.2.2) in terms of this RfP Document. A map of the said land parcel is enclosed as Appendix III hereof.
- 1.2.2 The bidder who is qualified as per the eligibility criteria, whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department and who submits the highest Financial Bid (as defined in clause 1.5.1) for lease of the said land parcel, would be declared the Selected Bidder (the “**Selected Bidder**”).
- 1.2.3 The Department has decided to go in for a single-stage two envelope competitive bid process for selection of such Lessee (the “**Lessee**”) of the said land parcel of the Belgachia Depot.
- 1.2.4 Urban Development Department, Govt. of West Bengal 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.

- 1.2.5 The said land parcel shall be available for use by the Selected Bidder in whose favour a lease would be granted for any legal purposes provided however that the said land parcel must be put to use and notice of completion obtained from a certified Licensed Building Surveyor/ Licensed Building Architect as per the Kolkata Municipal Corporation Act, 1980 and the rules made thereunder in respect of the proposed construction on the said land parcel within a period of 60 months from the date of handing over of possession of the said land parcel to the Selected Bidder, hereinafter mentioned.
- 1.2.6 Term of lease shall be for a period of 99 (ninety nine) years, renewable for another term of 99 years, on such terms and conditions as specified in the proforma Lease Deed (the "**Lease Deed**") which is enclosed as Appendix VI hereof.
- 1.2.7 The other terms and conditions of the lease are as contained in the proforma Lease Deed which is enclosed as Appendix VI hereof.
- 1.2.8 The Lease Premium (the "**Lease Premium**") shall be 95% of the Financial Bid (as defined in clause 1.5.1) quoted by the highest bidder who is declared as the Selected Bidder by the Department.
- 1.2.9 Ground lease rent of 0.3% of the Financial Bid shall be payable per annum for the duration of the lease period.
- 1.2.10 Prospective bidders will have to pay the bid document cost (amount as specified in Appendix I: Data Sheet of the Project hereof) by way of Demand Draft (payable in

Kolkata) in favour of the Payee, as specified in Appendix I: Data Sheet of the Project 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 of the Project 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 Bank in India; for the avoidance of doubt, "**Scheduled Bank**" shall mean a Bank as defined under section 2(e) of the Reserve Bank of India Act, 1934. The bid document cost has to be paid in advance at the office of the Designated Officer (as specified in Appendix I: Data Sheet of the Project hereof), as per the schedule specified in Appendix I: Data Sheet of the Project hereof and a receipt obtained against such payment. This receipt has to be produced for attending the site-visit, obtaining copies of the title documents and the pre-bid conference and also submitted along with the Qualification Bid to be submitted by bidders. Bidders who have already paid the bid document cost during the earlier bidding process for a particular depot need not pay the bid document cost again for such depots.

1.2.11 CTC has through its legal consultants examined its title on such identified land parcel and after examination of the title to the said land parcel, CTC now represents that it has title to grant lease of such identified land parcel in terms hereof. A bidder may conduct a due diligence exercise 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 parcels would be made available to the bidders, who have paid the bid document cost at a pre-notified date and on production of receipt of such payment. The said land parcel would thus be given on lease on as-is-where-is basis and the bidder must satisfy itself in respect of the title of CTC prior to submission its bid. No claim on this account would be entertained by the

Department or CTC at any stage. CTC shall remove the occupants (if any) inside the said land parcel before handing over physical possession to the Selected Bidder. However, CTC shall not be responsible for removal of any occupants outside the boundaries of the said land parcel.

1.2.12 Prior to opening of the Financial Bids, a Reserve Price (the “**Reserve Price**”) will be declared 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 by the Department or GoWB 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 the Reserve Price, to prevent any conflict of interest. All bidders are provided comfort accordingly.

1.2.13 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 two envelope process. The first envelope should contain the documents for satisfaction of eligibility criteria i.e. the Qualification Bid (as defined in clause 1.4.1) while the second envelope should contain the Financial Bid (as defined in clause 1.5.1) being offered by the bidders. Each of the two

envelopes should be sealed before submission by the bidder, and put inside a third sealed envelope.

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 Government of West Bengal Undertakings/ Enterprises/ PSU’s/ 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 should 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 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 prior to grant of lease in favour of such incorporated company/LLP. In addition, the members of the consortium will have to enter into prescribed form of Deed of Adherence agreeing to be bound by and responsible to the Department for fulfillment of the terms and conditions of such lease on behalf of such company/LLP.
- (d) No change in the composition of the consortium is allowed subsequent to the submission of the bid or during the bidding process or till payment of Lease Premium for the Selected Bidder (in case the Selected Bidder is a consortium).

1.4.4 **Financial Capacity:** A bidder must be financially sound and the minimum Net Worth (as defined in clause 1.4.5) of the bidder as on the last date of the financial year 2013 – 2014 shall not be less than the Financial Capacity criteria (the “**Financial Capacity**”) as specified in Appendix I: Data Sheet of the Project hereof.

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

- (i) In case the bidder is a company, 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, the sum of the partners' capital account and undistributed profits.
- 1.4.6 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 such combined Net Worth.
- 1.4.7 The Qualification Bid has to be accompanied by original certificate of Net Worth as per format given in Annexure G 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 G of Appendix IV.
- 1.4.8 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.
- 1.4.9 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, namely 2011 – 2012, 2012 – 2013 and 2013 - 2014.
- 1.4.10 Qualification Bid shall be submitted in 3 (three) copies (one original and two photocopies) in an envelope superscribed "Qualification Bid" containing the aforesaid documents. One copy shall be marked as **Original** and the other two as **Copy**. In case of any discrepancies between the Original and the Copy, the Original shall prevail.

1.5 **Financial Bid**

- 1.5.1 The Financial Bid (the “**Financial Bid**”) shall be submitted in 1 (one) copy in the format specified in Appendix V on the bidder’s letterhead in a sealed envelope. 95% of the amount of the Financial Bid shall be the one time Lease Premium payable to CTC in terms of this document. The envelope containing the Financial Bid shall be 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 of the Project hereof>*” (Financial Bids of all bidders shall be opened in front of all the present and qualified bidders)

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

1.6 **Cost of bidding**

- 1.6.1 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.

1.7 **Site visit and verification of information**

1.7.1 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 CTC in this regard.

1.7.2 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 1.7.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in clause 1.7.1 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 inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 1.7.1 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 Lease Deed; and

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

1.7.3 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.

1.8 Right to accept and to reject any or all bids

1.8.1 The Department reserves the right to verify all statements, information 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.

1.8.2 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 2.3.4 and 2.3.5; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Department, including annulment of the bidding process.

1.8.3 In case it is found during the evaluation or at any time before signing of the Lease Deed or after its execution and during subsistence thereof, that 1 (one) or more of the eligibility criteria have not been met by the Selected Bidder or the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet granted a lease and if the bidder has already been issued a LOI (as defined in clause 2.3.5) or has entered into the Lease Deed, 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 CTC to the bidder whereupon the Department/ CTC shall be entitled to reenter into and upon the leased property, without the Department/ CTC being liable in any manner whatsoever to the bidder or lessee, as the case may be. In such an event, the Department/ CTC shall also forfeit and appropriate the bid security/ performance guarantee as damages, which sum is agreed to be a genuine pre-estimate of damages (as defined in clause 6.8), without prejudice to any other right or remedy that may be available to the Department/ CTC under the

bidding documents and/or the Lease Deed or otherwise.

1.9 Amendment of RfP

- 1.9.1 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.
- 1.9.2 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 question/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 of the Project hereof) by post/ email/ fax with the subject line "Queries for Long term lease of surplus land at Belgachia Depot of CTC". 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.
- 1.9.3 Any addendum/corrigendum issued shall be uploaded on the website of the Government of West Bengal (www.banglarmukh.gov.in/portal/banglarMukh/Documents/Tenders) and the website of the Finance Department of the Government of West Bengal (<http://www.wbfin.nic.in/>).
- 1.9.4 In order to afford the bidders a reasonable time for taking an addendum/ corrigendum into account, or for any other reason, the Department may, at its own discretion, extend the bid due date.

1.10 **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.

1.11 **Format and signing of bid**

1.11.1 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.

1.11.2 The bid shall be typed or written in indelible blue ink and signed by the authorised signatory of the bidder who shall also initial each page, in blue 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.

1.11.3 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 format 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;

1.12 Bid due date

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

1.12.2 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.

1.13 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.

1.14 Contents of the bid

1.14.1 The Qualification Bid shall be furnished in the formats provided in Appendix IV hereof.

1.14.2 The Financial Bid for each Project 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 Lease Deed.

1.14.3 The Project will be awarded to the highest bidder, provided that the bidder is otherwise qualified as per the eligibility criteria and whose bid is found to be otherwise satisfactory, acceptable and sufficient by the Department.

1.14.4 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.

1.15 **Rejection of bids**

1.15.1 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.

1.15.2 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.

1.16 **Validity of bids**

The bids shall be valid for a period of not less than 180 (one hundred and eighty) days

from the bid due date. The validity of bids may be extended by mutual consent of the respective bidders and the Department.

1.17 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.

1.18 Bid Security

1.18.1 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 of the Project) as bid security; this should be issued by a Scheduled Bank in India and be in the format provided in Annexure E of Appendix IV and having a validity period of not less than 180 (one hundred and eighty) days from the bid due date, as may be extended by the bidder from time to time.

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

1.18.3 For bidders who do not meet the eligibility criteria as per clauses 1.4.2, 1.4.3 or 1.4.4, the bid security will be returned by the Department, without any interest, within 15 days of issue of LOI (as defined in clause 2.3.5) 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 180 (one hundred and eighty) days of issue of LOI (as defined in clause 2.3.5) to the Selected Bidder or when the bidding process is cancelled by the Department, as the case may be.

1.18.4 The Selected Bidder's bid security will be returned, without any interest, within 7 days of full payment of the Lease Premium and upon the bidder furnishing a performance guarantee of equivalent amount, whichever is later, 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/ CTC decides to annul the process or decides to invite fresh bids for the Project, the Selected Bidder's bid security and payments of Lease Premium made by the Selected Bidder/ Lessee up to that period of time would be returned to the Selected Bidder/ Lessee without any interest within 30 (thirty) days of such a decision being made, provided that the Selected Bidder/ Lessee is otherwise not in breach of any of the terms and conditions herein contained.

1.18.5 The Department shall be entitled to forfeit and appropriate the bid security as damages *inter alia* in any of the events specified in clause 1.18.6 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.

1.18.6 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 Lease Deed, 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 LOI (as defined in clause 2.3.5);
 - (ii) to make full payment of the Lease Premium;
 - (iii) to sign the Lease Deed;
 - (iv) in case of a consortium, upon failure to incorporate the consortium as a company/ LLP
- (e) If the bidder is declared disqualified in terms of clause 6.8
- (f) If the bidder is otherwise in breach of the terms of this RfP.

1.18.7 In the Original copy of the Qualification Bid, the bid security bank guarantee document should be submitted in a plastic jacket, which should be bound with the rest of the Original copy of the Qualification Bid. For the other two copies of the Qualification Bid that a bidder also needs to submit, photocopies of the bid security bank guarantee may be submitted.

2. EVALUATION OF BIDS

2.1 Opening and evaluation of 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 Bid. The Department may, as aforesaid, involve its transaction advisors and their consultants for such purpose.

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

2.2 Tests of responsiveness

2.2.1 Prior to evaluation of the Qualification Bid, the Department shall determine whether each bid is responsive to the requirements of this RfP. A 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 1.12.2;
- (c) it is signed, sealed, hard bound and marked as stipulated in clauses 1.11.1 and

1.11.2;

- (d) it is accompanied by the bid security as specified in clause 1.18;
- (e) it is accompanied by the appropriate Power(s) of Attorney as per the formats given in Annexure 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.

2.3 **Selection of bidder**

2.3.1 Subject to the provisions of clause 1.15.1, 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 and 1.4.4 shall be declared as the qualified bidders. The list of qualified bidders will also be uploaded on the website of the Government of West Bengal (www.banglarmukh.gov.in/portal/banglarMukh/Documents/Tenders) and the website

of the Finance Department of the Government of West Bengal (<http://www.wbfin.nic.in/>).

- 2.3.2 The Financial Bids of only the qualified bidders who have been so intimated shall be opened. Financial Bids of the bidders who are not qualified will not be opened. Only the qualified bidders shall be invited for opening of the Financial Bids.
- 2.3.3 The qualified bidder 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 1.18.6.
- 2.3.4 In the event the Financial Bids of 2 (two) or more qualified bidders 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 highest 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 highest 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.
- 2.3.5 After selection of the Selected Bidder, a letter of intent (for short “**LOI**”) to such Selected Bidder shall be issued, in duplicate, by the Department and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the

LOI in acknowledgement thereof along with the 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 of the Project hereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder along with the 1st instalment 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 the Department may invite fresh bids for the Project.

2.4 **Payment details**

The Selected Bidder must pay the balance 85% of the Financial Bid in two instalments as detailed below:-

- i) 2nd 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 of the Project hereof, within 30 (thirty) days of the date of the LOI. 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 also within 30 (thirty) days of the date of LOI.
- ii) 3rd instalment 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 of the Project hereof, within 10 (ten) days of intimation of handing over of possession of the identified land parcel within the depot.

Failure to make payment of any instalment within the stipulated time period will lead to cancellation of the LOI, forfeiture of the bid security 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 CTC for a period of 2 (two) years from the date of such failure.

2.5 Post payment

2.5.1 Within the time period as specified in Appendix I: Data Sheet of the Project hereof, provided that all amounts to be paid by the Selected Bidder are received in the meantime, CTC will make over to the Selected Bidder, physical possession of the said land parcel and from such date, the Selected Bidder shall be liable to pay all rates and taxes and other outgoings in respect of the same. The GoWB or the CTC will have no liability in respect of the said land parcel once physical possession is handed over to the Selected Bidder.

2.5.2 Within 7 days of due date of full payment of Lease Premium, the Selected Bidder shall furnish in the form of bank guarantee (as per format specified in Appendix VII hereof) performance guarantee for equivalent amount as bid security as security for completion of construction and obtaining notice of completion from a certified Licensed Building Surveyor/ Licensed Building Architect as per the Kolkata Municipal Corporation Act, 1980 and the rules made thereunder in respect of the proposed construction on the said land parcel within a period of 60 months from the date of handing over of possession of the said land parcel, after which the bid security bank guarantee shall be returned by CTC to the Selected Bidder duly discharged. The bank guarantee should be issued by a Scheduled Bank in India and be as per the format provided in Appendix VII hereof. Failure to provide such performance guarantee shall entitle CTC 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 for the stipulated date of completion of construction obligations on the said land

parcel and thereafter extended from time to time for a period of 120 days beyond extended time (if any) for such completion. CTC shall be entitled to invoke such bank guarantee (in whole or part) in the event of failure of the Selected Bidder to comply with the aforesaid obligation or is otherwise in breach of performances of the terms of the RfP document or Lease Deed. In the event, partial invocation is required to be made by CTC, 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.

2.6 Commencement of lease

Upon execution and registration of the Lease Deed, the lease will be deemed to commence on the date the Selected Bidder is put in possession of the said land parcel.

2.7 Lease Deed

Within 30 days of receiving possession, the Selected Bidder will send to CTC with copy to the Department, the Lease Deed of the said land parcel duly filled in and completed in the form contained in Appendix VI hereof for verification by CTC/ Department within 30 days of receipt thereof, CTC/ the Department shall send to the Selected Bidder the duly approved lease deed (with or without appropriate modifications) for being stamped and made ready for execution and registration. The proposed lessee will, after getting the document stamped, arrange for registration of the same upon its execution by both CTC and itself, within 15 days of receipt of the document from CTC/ the Department. All obligations of the bidder contained in this RfP shall commence on the date possession is handed over to it, irrespective of date of execution of Lease Deed. Failure to have Lease

Deed executed and registered within the time aforesaid will be considered to be a breach of the terms of the lease.

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 CTC, and/ or their employees/ representatives on matters related to the bids under consideration.

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, or in the LOI or the Lease Deed, the Department may reject a bid, withdraw the LOI, or terminate the Lease Deed, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or Lessee, as the case may be, if it determines that the Selected Bidder or 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 Lease Deed, or otherwise.
- 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 or the Lease Deed, or otherwise if a bidder or 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 practice during the bidding process, or after the issue of the LOI or the execution of the Lease Deed, such bidder or Lessee shall not be eligible to participate in any tender or RfP issued by the Department/ CTC during a period of 2 (two) years from the date such bidder or 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 CTC 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 Lease Deed 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 CTC 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 said land parcel will be suitably demarcated. At the time of the site visit, the said land parcel may contain various plant and machinery, equipments, buildings, structures and boundary walls belonging to CTC. CTC reserves its right to have permissive use of the said land parcel for a period of up to 6 months after handing over possession of such land parcel to the Selected Bidder and remove all such items of plant and machinery, equipments, buildings and structures lying at or installed in the said land parcel. For any such item not so removed by CTC within the above stipulated time period, 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 CTC, 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 execution of Lease Deed is made in favour of such bidder after Lease Premium is received 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 the this RfP together with any subsequent addendum/ corrigendum/ clarifications issued by the Department/ CTC 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 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 Conditional or qualified bids will be treated as non-responsive.
- 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**”) with another bidder 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 of all such bidders 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 with another bidder 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 a 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 OF THE PROJECT

Sl. No.									
1	<p>Name of Project: Long term lease of surplus land at Belgachia depot of CTC</p> <p>Name of STU/ Lessor: The Calcutta Tramways Company (1978) Limited (CTC)</p> <p>Ownership of the STU/ Lessor: CTC is a Government Company under the Companies Act, 1956 where the entire share capital of the company is owned by the Government of West Bengal.</p>								
2	<p>Project Details:</p> <p>Name of Depot: Belgachia depot</p> <p>Area of land parcel: 59.33 cottahs, more or less</p> <p>Location of land parcel in depot: Located in the south east corner of the depot with frontage on Belgachia Road</p>								
3	<p>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</p>								
4	<p>Amount of Bid Security: Rs. 43,00,000/- (Rupees Forty Three Lacs only)</p>								
5	<p>Name of Payee: CTC-Depot Land Commercial Utilisation A/c</p>								
6	<p>Designated Officer:</p> <p>Commissioner, Transport Department, Government of West Bengal (In-charge of the Project of Long term lease of surplus land at Belgachia depot of CTC) Paribahan Bhawan, 1st Floor 12, R. N. Mukherjee Road, Kolkata – 700 001 Tel: 91-33-2262 5412 ; Fax: 91-33-2262 5412 Email: js.transport.gowb@gmail.com</p>								
7	<p>Eligibility Criteria</p> <p>Financial Capacity: Net Worth of at least Rs. 11,00,00,000/- (Rupees Eleven Crores only) as on the last date of the financial year 2013-14</p>								
8	<p>Tentative schedule of bidding process</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Event Description</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Issue of RFP</td> <td>11th February 2015</td> </tr> <tr> <td>Last date for receiving bid document cost</td> <td>18th March 2015 till 3 pm</td> </tr> <tr> <td>Bid due date and time</td> <td>25th March 2015 till 4 pm</td> </tr> </tbody> </table>	Event Description	Date	Issue of RFP	11 th February 2015	Last date for receiving bid document cost	18 th March 2015 till 3 pm	Bid due date and time	25 th March 2015 till 4 pm
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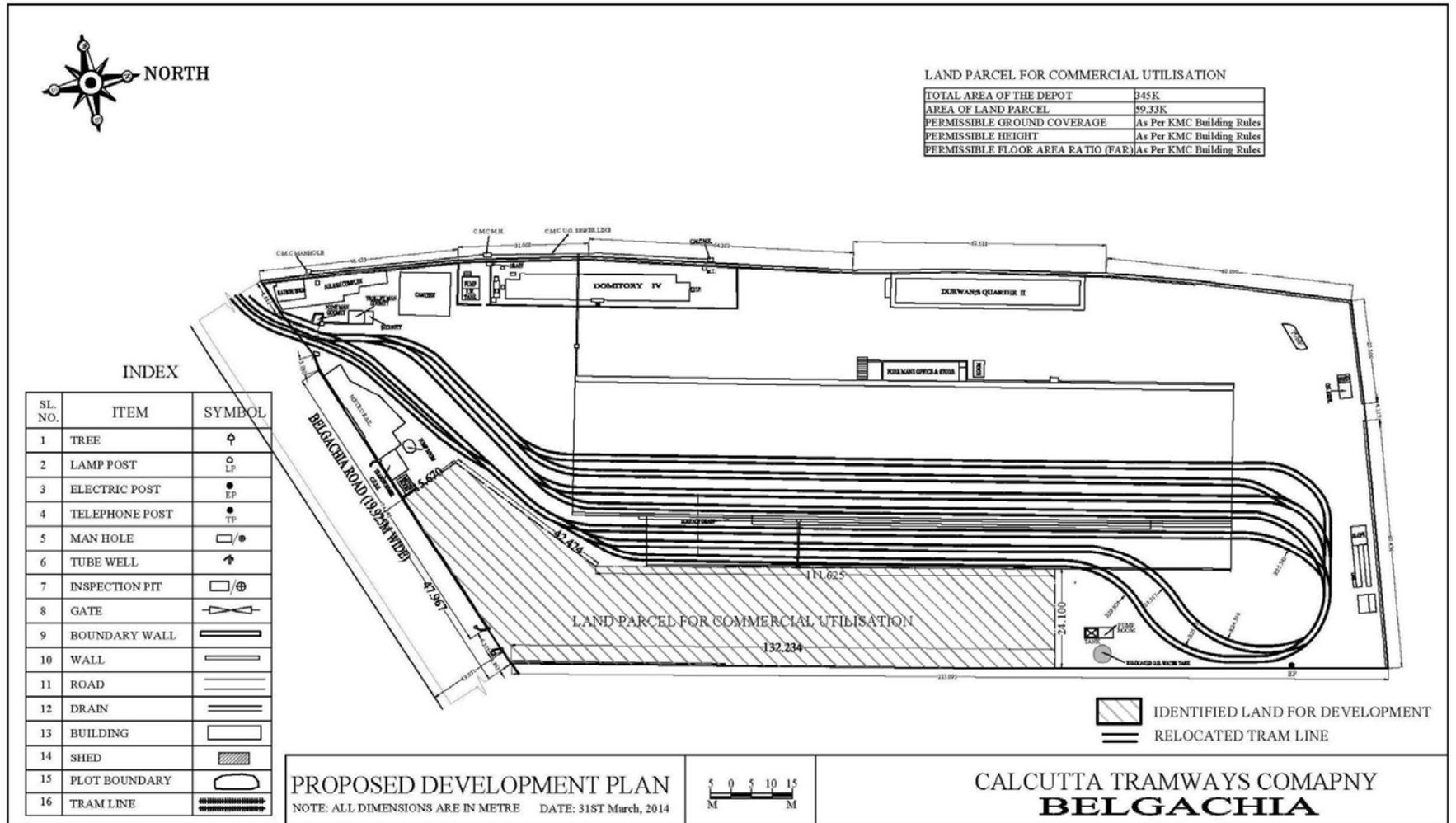
9	Time period for handing over of possession of said land parcel to the Selected Bidder after receipt of 1st installment payment of 10% of the Financial Bid: 3 months
10	Diagram and layout of depot and said land parcel: Please see Appendix II and III.

APPENDIX II: PROJECT BRIEF

CTC intends to utilize land available at the Belgachia depot for its optimum utilization. A land parcel of more or less 59.33 cottahs has been identified for this purpose; this said land parcel is located on south east corner side of the depot, with frontage on Belgachia Road. Presently the said land parcel is used by CTC for its depot operations; however, on full payment of the Lease Premium, CTC's operations in the said land parcel will be shifted elsewhere and the lessee will be given possession of the said land parcel.

Any construction must be in accordance with the National Building Code 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 the extant building rules and municipal bye-laws and observe all building rules and regulations.

APPENDIX III: MAP OF PROJECT SITE



APPENDIX IV: QUALIFICATION BID
ANNEXURE A: COVERING LETTER

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

Dated: [●]

To
Commissioner
Transport Department, Government of West Bengal
(In-charge of the Project of Long term lease of surplus land at Belgachia depot of CTC)
Paribahan Bhawan, 1st Floor
12, R. N. Mukherjee Road, Kolkata – 700 001

Sub: Qualification Bid for Long term lease of surplus land at Belgachia depot of CTC

Dear Sir,

1. With reference to your RfP document vide RfP No. 10 dated 11th February 2015, we, having examined the bidding documents 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 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 Lessee of the said land parcel.
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/ corrigendum 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 1.15 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 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 Lease Deed in respect of change in ownership.
 11. We acknowledge and agree that in the event of a change in control of an associate whose 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 I of Appendix IV of the RfP, and duly signed, is enclosed. The Power of Attorney for signing of application for single bidders and 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/ CTC 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 Lease Deed in accordance with the proforma Lease Deed 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 lease.
16. We offer a bid security of Rs. 43,00,000/- (Rupees Forty Three Lacs 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 / 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, proforma Lease Deed, 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 180 (one hundred and eighty) days 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.
21. We certify that we fulfill the eligibility criteria in accordance with clauses 1.4.2, 1.4.3 and 1.4.4 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)

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:

Sl. No.	Name of member	Whether lead member (yes/no)
1.		
2.		
3.		

6. Net worth details

In case of a single bidder:

As on last date of financial year	Net worth (in Rs. crore)
2013-2014	
2012-2013	
2011-2012	

In case of a consortium:

As on last date of financial year	Net worth (in Rs. crore)			
	Lead member	Member 2	Member 3	Total
	<Member name>	<Member name>	<Member name>	
2013-2014				
	<share of Net Worth in % > *	<share of Net Worth in % > *	<share of Net Worth in % > *	100%
2012-2013				
2011-2012				

* Please indicate % share of each member of the consortium in the combined Net Worth of the Consortium as on last date of financial year 2013-2014

ANNEXURE C: POWER OF ATTORNEY FOR SINGLE 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 'Long term lease of surplus land at Belgachia depot of CTC' (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 Lease Deed 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 Lease Deed with the CTC.

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.*

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 ‘Long term lease of surplus land at Belgachia depot of CTC’ (the “Project”).

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. 10 dated 11th February 2015 and other connected documents in respect of the Project, 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 _____, M/s. _____, 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 awarded the lease, during the execution of the Project, and 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 Lease Deed is entered into with the CTC.

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)

For _____
(Signature)

(Name & Title)

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.*

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, 1st Floor, 12, R. N. Mukherjee Road, Kolkata – 700 001 (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 ‘Long term lease of surplus land at [●] depot of CTC’ (hereinafter referred to as the “Project”) pursuant to the RfP Document vide RfP No. 10 dated 11th February 2015 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 1.18.1 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. 43,00,000/- (Rupees Forty Three Lacs 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.

¹ Mention relevant legislation under which entity is registered, as applicable

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 not 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 Rs. 43,00,000/- (Rupees Forty Three Lacs Only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days 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 Lease 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 prior approval 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)

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 / individual / partnership / incorporated/registered under the} and having its {registered office/ office} 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 / individual / partnership / incorporated/registered under the} and having its {registered office/ office} 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)

AND

3. {....., a company / individual / partnership / incorporated/registered under the} and having its {registered office/ office} 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 “**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. 10 dated 11th February 2015 (“**RfP**”) for selection of bidders for ‘Long term lease of surplus land at Belgachia depot of CTC’ (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, it shall make the payment of the Lease Premium and also enter into Lease Deed for performing all its obligations as the Lessee in terms of the Lease Deed 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 Lease Deed when all the obligations of the Consortium shall become effective.

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 Lease Deed, during subsistence of the Lease Deed.

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. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Lease Deed for the Project, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified 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. None of the parties will be entitled to terminate their association with the Consortium, till return of the bid security by the Department/ CTC or payment of the Lease Premium by the Consortium, whichever is later.

8. Miscellaneous

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

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval 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
For and on behalf of
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART

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

SIGNED, SEALED AND DELIVERED
THIRD PART by:

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

For and on behalf of

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.*

ANNEXURE G: FINANCIAL CAPACITY OF BIDDER

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

Dated: [●]

Certificate of Financial Capacity²

We certify that M/s _____, which is a company registered under the Companies Act, 1956, has a Net Worth of Rs. _____ as per its audited books of accounts as on *<last date of financial year 2013-2014>*. We further certify that the said Net Worth have been calculated in accordance to the formula specified in clause 1.4.5 of the RfP vide RfP No. 10 dated 11th February 2015 for 'Long term lease of surplus land at the Belgachia depot of CTC' issued by Transport Department, Government of West Bengal on 11th February 2015.

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.

ANNEXURE H: QUALIFICATION BID CHECKLIST

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

ANNEXURE I: STATEMENT OF LEGAL CAPACITY

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

Dated: [●]

To
 Commissioner
 Transport Department, Government of West Bengal
 (In-charge of the Project of Long term lease of surplus land at Belgachia depot of CTC)
 Paribahan Bhawan, 1st Floor
 12, R. N. Mukherjee Road, Kolkata – 700 001

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. 10 dated 11th February 2015.

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 'Long term lease of surplus land at Belgachia depot of CTC' issued by Transport Department of the Government of West Bengal on 11th February 2015.

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: [●]

To
 Commissioner
 Transport Department, Government of West Bengal
 (In-charge of the Project of Long term lease of surplus land at Belgachia depot of CTC)
 Paribahan Bhawan, 1st Floor
 12, R. N. Mukherjee Road, Kolkata – 700 001

Sub: Financial bid for ‘Long term lease of surplus land at Belgachia depot of CTC’

Dear Sir,

1. With reference to your RfP document vide RfP No. 10 dated 11th February 2015, 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 Lease Deed and hereby bid the following sum as our Financial Bid:

Amount in words	Amount in figures
Rupees _____ _____	INR _____

We agree to pay 95% of the above Financial Bid as Lease Premium for lease of the said land parcel, in terms of the RfP and to keep this offer valid for 180 (one hundred and eighty) days 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 Lease Premium as per the terms and conditions and timelines given in clause 2.3.5 and 2.4 of the RfP document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
 (Name and seal of the bidder/ lead member)

APPENDIX VI: PROFORMA LEASE DEED

THIS DEED OF LEASE made this [•] day of [•], Two Thousand and Fifteen **BETWEEN THE CALCUTTA TRAMWAYS COMPANY (1978) LIMITED**, a Government of West Bengal Undertaking and a Government Company within the meaning of the Companies Act, 1956, having its registered office at 12, R. N. Mukherjee Road, Kolkata – 700 001, hereinafter referred to as the “**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 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 “**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 Lessor is seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 59.33 cottahs, more or less, situate, lying at and being part of its Depot at 34, Khudiram Bose Sarani since separated and renumbered as premises No. [•], within Tala P.S. and Ward No. 3 of the Kolkata Municipal Corporation, fully described in the **SCHEDULE** hereunder written and hereinafter referred to as the “**said premises**” or “**demised premises**”.

- B. Bids were invited by the Government of West Bengal in its Transport Department for lease of the said premises vide Request for Proposal vide RfP No. 10 dated 11th February 2015.
- C. The Lessee participated in the said bidding process and the Financial Bid of the Lessee being the highest bid so received for lease of the said premises from the qualified bidders, the said bid was accepted subject to the Lessee complying with terms and conditions contained in the document of Request for Proposal.
- D. The Lessee has since paid to the Lessor the entire premium reserved for grant of lease and has now become entitled to a lease of the said premises from the Lessor.
- E. The Lessor has now agreed to grant to the Lessee a lease of the said premises for a period of 99 (ninety nine) years from the date of delivery of possession of the demised premises to the Lessee and on the terms and conditions as hereinafter contained.

NOW THIS DEED OF LEASE WITNESSETH as follows:

- I. In consideration of a premium of Rs. [•] /- (Rupees [•] only) paid by the Lessee to the Lessor at or before the execution of these presents (the receipt whereof the 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 Lessee to be paid observed performed and fulfilled, the Lessor doth hereby demise unto the Lessee **ALL THAT**

piece and parcel of land containing by measurement an area of 59.33 cottahs, more or less, situate, lying at and being part of its depot at 34, Khudiram Bose Sarani since separated and renumbered as premises No. [•], within Tala P.S. and Ward No. 3 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 and hereinafter referred to as the “**demised premises**” (which expression shall, wherever the context so requires or permits, also mean and include the buildings to be constructed thereon) **TO HAVE AND TO HOLD** the same unto the Lessee for a period of 99 (ninety nine) years commencing from the date of possession of the demised premises has been handed over being [•] (hereinafter referred to as the “**date of commencement of lease**”) **YIELDING AND PAYING THEREFOR** unto the Lessor during the said term an annual ground rent calculated at the rate of Rs. [•] /- (Rupees [•] only) per annum from the date of commencement of 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.

IA. The Lessor has already handed over vacant and peaceful possession of the demised premises to the Lessee on or before [•] (“**date of possession**”).

II. AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR as follows:

2.1 To regularly and punctually pay the rent herein reserved to the Lessor on the days and in the manner herein mentioned without any deduction or abatement whatsoever.

2.2 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 premises and which may be payable by the owner or occupier thereof whether in respect of the demise hereby created, the land comprised in the demised premises or the building(s) to be erected thereon.

2.3 To undertake construction of the building(s) on the demised premises for such purpose as may be allowed by the municipal and appropriate authorities within 12 (twelve) months from the date of handing over of possession of the demised premises to the Lessee in accordance with the plans sanctioned and specifications to be approved by the appropriate authority / body and according to the rules and regulations framed for the use of the demised premises and to complete construction thereof within a period of 60 (sixty) months from the date of handing over of possession of the demised premises PROVIDED HOWEVER that the Lessor may at its discretion on an application being made to it by the Lessee for good causes and consideration, including existence of conditions of force majeure and on payment of such fees or penalty, by whatever name called, as may be fixed by the Lessor from time to time, grant to the Lessee such extension of time to commence and/or complete construction of the said building(s) on the demised premises for such period as the Lessor may determine FURTHER PROVIDED HOWEVER that upon failure of the Lessee to comply with such covenant to commence and complete construction of the building(s) within the time originally fixed or as may be extended by the Lessor, the lease shall be liable to be terminated by the Lessor and the Lessor entitled to re-enter into or upon the demised premises and obtain possession thereof.

2.4 To comply with and follow all applicable laws, rules and regulations for construction and use, enjoyment and possession of the demised premises and the building(s) to be erected thereon [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 also the Building Rules thereof or of the concerned Corporation / Municipality / Panchayat any other Local Authority] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof and to keep the Lessor saved harmless and indemnified for all losses claims and demands which the 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 make construct, erect, hold, use and/or enjoy the building(s) on the demised premises 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 Lessor saved harmless and indemnified in this regard.

2.6 To keep the demised premises and the building(s) thereon 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 premises and the building(s) thereon or of the nearby properties at any time.

2.7 To maintain and keep all structures to be erected on the demised premises 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 premises at its own cost and to the satisfaction of the Lessor and to carry out regular maintenance and replacement of electrical wirings, installations and appliances thereat.

2.9 To allow the 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 premises 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 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 premises and to keep the 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 premises on the expiry or sooner determination of this Lease Deed, the Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of this lease.

2.11 To execute to the satisfaction of the Lessor all works and observe and perform all such rules and conditions which shall appear to the Lessor or to the appropriate authorities of the State to be necessary or desirable in order to keep the demised premises in good sanitary order and condition.

2.12 To preserve intact the boundaries of the demised premises and to keep them well demarcated with boundary walls, pillars or fencing according to requisition from time to time as may be made by the Lessor and to point them out when required by the Lessor to any officer duly authorized by the Lessor in writing to inspect them. Should any boundary mark be missing, the Lessee shall report the fact to the Lessor. The Lessee shall maintain such boundary walls, pillars or fencing in good and proper condition during the term of this lease at its own cost.

2.13 To take steps to ensure that no third party may encroach into or upon any portion of the demised premises or the building(s) to be erected thereon.

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

2.15 Not to use or allow the demised premises or any part thereof or any construction thereon for any illegal or immoral purposes or for any noisy or offensive trade or business.

2.16 Not to amalgamate the demised premises or any part thereof with any other plot or plots of land without the prior written permission of the Lessor. Not to separate the demised premises or any part thereof from the mother premises.

2.17 Not to remove any earth from the demised premises for any purpose other than for the purpose for which the land is demised, which earth should be used for re-filing of trenches excavated for construction and not to cause any damage or depreciation to the demised premises.

2.18 Not to bring in or store or allow to be brought in or stored in the demised premises or any part thereof any hazardous inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised premises and/or the structures to be constructed thereon and not do or allow to be done on the demised premises anything that may deteriorate the value of the demised premises or injure the same in any way, except in accordance with law.

2.19 Not to allow the demised premises or any construction thereon or any part thereof to be used as a place of public worship or burial or cremation ground 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.

2.20 Not to assign and/or transfer its right or interest in the demised premises or any part thereof (except by way of sub-lease, sub-letting or any other mode or manner not amounting to a complete assignment of Lessee's right title and interest in the demised premises as described hereinafter in clause 3.2) without previous approval in writing of the Lessor. 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 Lessee is transferred to any other person, without the approval in writing of the Lessor with

necessary concurrence of the Government of West Bengal first had obtained Provided However That the Lessee shall have the right to mortgage or charge its leasehold interest in favour of Scheduled Banks/ Financial Institutions.

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

2.22 Not at any time during the term of this lease, to open or work or dig any quarries for clay, gravel or sand, in upon or under the demised premises and the Lessee agrees that the Lessor reserves the right to all minerals in the demised premises together with such rights of way and any other reasonable facilities as be requisite for mining, gathering and carrying away such minerals.

2.23 Not to keep or leave at any time during the term of this lease the demised premises and/or the building(s) erected thereon unused, unattended or locked for a period of more than 10 (ten) months.

2.24 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 premises or for any other similar cause or nature.

2.25 Not to do or cause to be done in or upon the demised premises or any part thereof or in the building(s) that may be erected thereon, any act or thing which shall or may be or become a

nuisance, damage, annoyance, inconvenience or danger to the demised premises or to the owners or occupiers of any adjoining or neighbouring land or premises.

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

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

3.1 The Lessee, paying the annual 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 premises during the term hereby created without any interruption, hindrance, disturbance or obstruction by the Lessor or any person claiming through under or in trust for the Lessor.

3.2 That the Lessee shall be entitled to sub-let, sub-lease or otherwise deal with or dispose of constructed spaces in the building(s) to be erected on the demised premises not amounting to any assignment of entirety of Lessee's interest in the demised premises on terms and conditions not contrary to or inconsistent with the terms of these presents, without need of any approval of the Lessor PROVIDED HOWEVER that the Lessee shall always keep the Lessor saved harmless

and indemnified from and against any losses claims or demands which the Lessor may suffer or be put to by reason of any such sub-letting or use.

3.3 The lease shall, with the prior permission of the lessor, be renewable at the option of the Lessee for one more term of 99 (ninety nine) years which option the Lessee must exercise not before 1 (one) year before the expiry of the term hereby created and not later than 3 (three) months prior to its expiry, by serving notice in writing to the Lessor, whereupon, the Lessor may, grant in favour of the Lessee, a Deed of Renewal of the lease on similar terms and conditions, which is to be stamped and registered at the Lessee's costs and expenses.

IV. THE LESSOR AND THE LESSEE HEREBY AGREE AND COVENANT WITH EACH OTHER
as follows:

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

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

4.3 That the failure of the 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 Lease or the rights and obligations of the parties hereto. The Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.

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

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

4.6 If the Lessee being a registered partnership firm or Consortium comprising of an individual or individuals, whereby the constituent individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with its creditors or if the Lessee being a company or corporate body or Limited Liability Partnership (LLP) 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 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 Lessor calling upon the Lessee to rectify the

breach complained of and such breach not being cured or rectified to the 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 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 premises or any part thereof and the same to have again re-possessed and enjoyed as in its former estate and without being liable to pay any cost or compensation for the demised premises or the buildings or structures thereon which shall vest in the Lessor on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

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

4.8 That in the event of the demised premises or any part thereof or any structure thereon 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 Lessee so as to render the demised premises or any part thereof substantially and permanently unfit for the purpose for which it has been let, this lease shall at the option of the 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 Lease, the decision of the Lessor shall be final and binding. Disputes and differences arising out of or in connection with or relating to the interpretation or

implementation or termination of this Deed of Lease, the lease to be granted in favour of the Lessee 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.

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

4.11 Courts at Kolkata alone shall have exclusive jurisdiction to try and entertain all disputes arising out of this Deed of Lease and the transactions contemplated herein.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the demised premises)

ALL THAT piece and parcel of land containing an area of 59.33 cottahs, more or less, situate, lying at and being premises No. [•], under Tala P.S. and Ward No. 3 of the Kolkata Municipal Corporation and delineated in the map or plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

On the **NORTH** : By Belgachia depot of CTC;

On the **EAST** : By private property;

On the **SOUTH** : By Belgachia Road; and

On the **WEST** : By Belgachia depot of CTC

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 **LESSOR** by Mr. [•], [•], duly authorized by the 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 **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:

APPENDIX VII: BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(To be executed on stamp paper of appropriate value)

B.G. No.

Dated: [•]

Managing Director,

The Calcutta Tramways Company (1978) Ltd.

1. In consideration of the Transport Department, Government of West Bengal, having its office at Paribahan Bhawan, 1st Floor, 12, R. N. Mukherjee Road, Kolkata – 700 001 (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 The Calcutta Tramways Company (1978) Ltd. (for short “CTC”), 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 ‘Long term lease of surplus land at Belgachia depot of CTC’ (hereinafter referred to as the “Project”) pursuant to the RfP document vide RfP No. 10 dated 11th February 2015 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 2.5.2 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and performance of the obligations of the said Bidder as contained in the RfP document and unconditionally and irrevocably undertake to pay

forthwith to CTC 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 completion of construction and obtaining notice of completion from a certified Licensed Building Surveyor/ Licensed Building Architect as per the Kolkata Municipal Corporation Act, 1980 and the rules made thereunder in respect thereof on the said premises in terms of the RfP document.

2. Any such written demand made by CTC 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 CTC is disputed by the Bidder or not merely on the first demand from CTC stating that the amount claimed is due to CTC 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 Rs. [•] (Rupees [•] only).
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 obtaining notice of completion from a

certified Licensed Building Surveyor/ Licensed Building Architect as per the Kolkata Municipal Corporation Act, 1980 and the rules made thereunder in respect of the construction 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 CTC 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 CTC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CTC 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, CTC shall be entitled to treat the Bank as the principal debtor. CTC 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 CTC, and the

Bank shall not be released from its liability under these presents by any exercise by CTC 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 CTC or any indulgence by CTC to the said Bidder or by any change in the constitution of CTC 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 CTC 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 CTC 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)