



Responses to Pre-Bid Queries

in respect of

REQUEST FOR PROPOSAL

(RfP No.13 and 15 dated 18th July 2016)

FOR

DEVELOPMENT AND LEASE OF CERTAIN STRUCTURES AND AREAS TOGETHER

WITH PROPORTIONATE SHARE OR INTEREST IN AN IDENTIFIED LAND

PARCEL WITHIN THE

GARIA - 5 & THAKURPUKUR DEPOTS OF

CALCUTTA STATE TRANSPORT CORPORATION

**TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL**

3 January 2017

Responses to Pre-bid Queries in respect of Request for Proposal for Development and Lease of certain structures and areas together with proportionate share or interest in an identified land parcel within the Garia – 5 and Thakurpukur Depots of Calcutta State Transport Corporation

Sl. No.	Query	Response
1.	Is there any flexibility in designing CSTC's allocation?	As mentioned in Clause 1.1.8 of the RfP, preparing the designs and drawings for the project shall be the responsibility of the Selected Bidder. Bidders are free to design the CSTC's allocation, provided it complies with the CSTC's requirements as provided in Appendix III of the RfP. The design of CSTC's allocation shall have to be approved by the CSTC/Department.
2.	What is the frontage of the Garia 5 and Thakurpukur Depots?	The auto-cad drawings for the depots have been shared with the bidders for their assessment.
3.	Will the land parcels attract ULC?	Kindly refer to Clause 1.2.3 of the RfP.
4.	Is there any upfront payment the Selected Bidder will have to pay?	Kindly refer to Clause 2.7 of the RfP.
5.	What is the form in which the security deposit will be paid by the bidders?	As specified in Clause 1.19.1, the bidder shall furnish as part of its bid a bank guarantee as bid security. The format for the bank guarantee is provided in Annexure E of Appendix IV of the RfP.
6.	Who will provide the survey/services plan for the depots?	The services plan for the depots is not available as no underground survey for the depots have been conducted. Drawings to the extent available with Transport Department / CSTC have been already shared with bidders.
7.	What is the nature of the land? Are the land parcels freehold or leasehold? If the land was acquired, what was the purpose for such acquisition? If the purpose was only transport related activities, has there been any permission taken for change of purpose?	The land for the depots were requisitioned and acquired by for the specific purpose of developing them as depots to provide transportation services. However, the Cabinet has given approval for commercial utilization of surplus land at these depots. The title documents have been provided to the bidders to provide them further clarity.
8.	If the land is a leasehold land, after how many years will the renewal be done?	As specified in Clause 1.2.8 of the RfP document, the term of the sub-lease shall be for a period of 99 years. The sub-lease may be renewed for another like term on application.
9.	Can the Selected Bidder construct high rise towers in the land parcel? Can one construct a commercial / retail / residential or mixed?	As specified in Clause 1.2.6 of the RfP, "The Selected Bidder may put to use the Commercial Development Area (not being CSTC's allocation) to any legally permissible use.... "
10.	What are the FAR for the Garia 5 and Thakurpukur land parcels?	The FAR for the land parcels will be as per the applicable building guidelines.
11.	When will the LOI be signed?	Kindly refer to Clause 2.6.4 of the RfP.
12.	For Thakurpukur depot, What is the deadline to complete the project?	Please refer to the Addendum No. 4
13.	What is the minimum number of bidders required for bidding?	As per the extant Financial Rules of the Government of West Bengal.
14.	Can the bidder purchase bid documents in multiple names?	Multiple bid documents may be purchased under different company names by the same group of companies, however, as mentioned in Clause 6.1 of the RfP, "A bidder shall submit only one bid either singly or as part of a consortium". Further as stated in Clause 6.8 of the RfP "A bidder shall not have a conflict of interest that affects the bidding process. All bidders so found to have a conflict of interest shall be disqualified."
15.	What will be the initial registration fees?	Stamp duty and registration fees shall be payable by the

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		Developer at the time of execution and registration of the Development Agreement and Deed of Sub-Lease.
16.	What role will the Government play? Will the government help in getting the approvals?	The Department will on a no recourse basis, assist the Selected Bidder in obtaining approvals to the extent possible.
17.	Can we mortgage the land for loan?	Please refer to Clause 1.1.5 of the RfP
18.	It is proposed that CSTC will withhold transfer lease-hold right till completion of the project. They propose that CSTC will directly give sub-lease to the ultimate allottee only. In such case, it is requested that CSTC gives permission for mortgage of land owned by them for enabling the developer in availing institutional finance.	No change in the RfP
19.	At the time of execution and registration of sub-lease by CSTC directly in favour of the ultimate allottees we have faced practical difficulties in calling upon the State Govt. officials for registration process. We request the department to consider, issuance of Power of Attorney by CSTC in favour of the developer, which will authorize the developer both for alienating/transferring the land share on behalf of CSTC as well as for executing and presenting the registration document at the time of registration	No change in the RfP.
20.	Do we need to follow any theme?	As mentioned in Clause 1.5.5 of the RfP, “The Technical Proposal should schematically demonstrate a high standard of appearance and aesthetic quality of the Project and shall be prepared by qualified architects.” No specific theme is prescribed.
21.	It is requested that there should be an agency / person who would certify independently about the work quality of the portion constructed for CSTC by the Selected Bidder.	Kindly refer to Article 5.1.1 of Appendix – IX - Development Agreement of the RfP.
22.	Please provide an extension	The last date for procuring the RfP document has been extended to 18 th January, 2017 and the last date for submission of the bids has been extended to 20 th January, 2017.
23.	Will the existing petrol pump at the depots be retained? Who will operate the pumps?	<p>The existing petrol pumps at the depots will be retained. Relocation of the petrol pump within the depots may be acceptable to CSTC and the Department, provided suitable alternate location within the depot is identified and all approvals with respect to the same shall be obtained by the Selected Bidder/ Developer. Also demolition of the pumps may be undertaken only after alternate arrangements have been provided within the depot.</p> <p>The pumps will be operated by CSTC for refueling their buses.</p>
24.	Will there be a separate entrance and exit be	As per the Construction Requirements, the Developer has to

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	required for depot buses?	provide for separate entrance and exit for buses. The same has to be demonstrated at the bid stage in the Technical Proposal being submitted.
25.	The pollution and noise will have an effect on the residents of the project because of depot day to day activities. Have the government thought of this?	Bidders are given the flexibility to design the project so as to tackle such issues.
26.	Where the government buses will be parked during night?	The depots are meant for the purpose of bus parking and their repair and maintenance activities. After the handover of CSTC's Allocation by the Developer, CSTC's Allocation in the depot shall be used for the same purposes.
27.	Can we use the entire area of the depot or do we need to leave some portion of land for depot activities?	Kindly refer to Clause 4.2 of the RfP. During the site visit the identified land parcel in the depot suitably demarcated, was shown to the bidders. Presently, such parcel contains various plant and machinery, equipment, buildings, structures and boundary walls belonging to CSTC. CSTC reserves its right to remove at or any time prior to handover of possession of any part of such parcel to the Selected Bidder, all such items of plant and machinery, equipment, buildings and structures lying at or installed in the said land parcel, without being bound to do so. For any such items not so removed by CSTC, the Selected Bidder shall be free to deal with the same as it so wishes at its risk and costs.
28.	Can the developers work with their empaneled vendors?	There is no restriction in the RfP preventing the Developers from working with their empanelled vendors.
29.	Can one developer do a joint venture with other developer?	Developers are allowed to submit bids as a consortium. Clause 1.4.3 of the RfP further lays down the requirements bidders need to comply with to form a consortium.
30.	Is service tax applicable on CSTC's allocation?	Any applicable tax or other taxes which is liable to be paid on the allocation of CSTC as per law, shall have to borne by the Selected Bidder/ Developer.
31.	Please clarify on the mandatory construction requirements. Do one need to construct for depot activities i.e. service centers, bay etc.? How much area on the ground floor level needs to uncovered/covered for parking and/or circulation of CSTC buses?	Please refer to the Addendum No. 4