

**TRANSPORT DEPARTMENT
GOVERNMENT OF WEST BENGAL**

Responses to Pre-bid Queries

with respect to

REQUEST FOR PROPOSAL

for

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



सत्यमेव जयते

9th December 2013

Sl. No.	Query	Response
1	<p>We enclose herewith the KMC Assessment of Unpaid Municipal Tax with reference to the Tollygunge Depot of the CTC.</p> <p>We would request for a clarification regarding whether the CTC will clear this liability before effecting handover to the Winning Bidder or whether the Bidder will be expected to clear the dues separately.</p>	<p>Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.</p> <p>All KMC rates and taxes from date of possession of the land parcel will be payable by the Selected Bidder/ Lessee.</p>
2	<p>Annexure “A” Covering Letter – Pt. 22 - Is it combined networth of all three companies in the Consortium which needs to be mentioned or only the networth of the lead member?</p>	<p>Please see clause 1.4.6 of the RfP document</p>
3	<p>Annexure “F” Joint Bidding Agreement – Pt. (A) – What is the RfP Proposal No. ?</p>	<p>May be left blank</p>
4	<p>Annexure “I” Statement of Legal Capacity– Whose name & designation will be mentioned for signing the ‘Statement of Legal Capacity’.</p>	<p>Authorised signatory of the Consortium</p>
5	<p>Will same authorizing board resolution enclosed with Annexure “D” Power of Attorney may also be applicable for Annexure “F” Joint Bidding Agreement. Refer Notes</p>	<p>Yes. Please refer to 2nd point of Notes in case of both Annexure D and Annexure F</p>
6	<p>In Annexure “D” Power Of Attorney and Annexure “F” Joint Bidding Agreement do authorized signatory needs to sign (Initial / full signature) in each page along with company stamp.</p>	<p>Please see clause 1.11.2 of RfP document</p>
7	<p>Annexure “D” Power Of Attorney and Annexure “F” Joint Bidding Agreement is all three copies required to be taken in stamp paper or one stamp paper along with two photocopies would do.</p>	<p>Stamp paper required for only "Original" copy</p>
8	<p>We would like to know that why is the Bank Guarantee amount same for all lands irrespective of their size and value. We would therefore request you to kindly lower the Bank Guarantee amount of Kalighat and Galiff Street land from 2 crores to 50 lacs.</p>	<p>As per RfP conditions.</p>

9	On site inspection we found that there were quite a few trees on the land at Kalighat and Galiff Street. We would like a confirmation from your end that these would be removed before handing over the possession to the winning bidder.	CTC will on a "no recourse" basis assist the Selected Bidder in applying for requisite clearances from the Forest Department, if any required.
10	At the Galiff Street land we noticed that there were four encroachments at the entrance of the site. We would like a confirmation from your end that these would be removed before handing over the possession to the winning bidder.	CTC takes no responsibility for encroachment (if any) outside identified land parcels. CTC's obligations regarding possession as contained in RfP document.
11	We would also like to know that if a boundary wall with complete demarcation would be constructed before execution of the deed.	Land parcel will be separated from remaining depot area with separate premises number as may be allotted by KMC in the name of CTC. Bidder will have to mutate the same in its name post grant of lease.
12	Further to Pre Bid queries and response thereof, we would like to point out that _____, Chartered Accountants, is our Statutory Auditors. It is their usual practice to issue such certificates in a particular format, a draft of which is attached (see Annexure 1). As it contains all the information required in the specimen provided in the RfP documents, we sincerely hope that furnishing of the certificate as per the attached draft will be in order. However, alongwith this Certificate of our Statutory Auditors, we can furnish a certificate from a practicing Chartered Accountant in the prescribed format.	In this case, if all information required as per Annexure G (both in letter and in spirit) is provided in the certificate of the statutory auditor, it may not be rejected merely on the grounds of difference in formats. The words "We certify that M/s _____, which is a company registered under the Companies Act, 1956" (or other applicable law) may be added to the certificate issued by the Statutory Auditors

13	<p>We had approached the Bank to issue the BG as per your format. The Bank would like to add the following to your standard format Notwithstanding anything contained herein before: Our liability under this Guarantee is restricted to Rs. (Rupees) This Guarantee will expire on 07/06/2014 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. “ Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand in terms of Guarantee so as to reach us on or before_____.</p> <ul style="list-style-type: none"> •The BG effective date will be 10.12.2013 even though the BG is issued by today and the charges will be applicable from the BG issuance date. •We will add standard NWC in the BG text. •We will add standard postal clause as mentioned below by replacing the point no. 8 in the BG text completely. <p>Standard postal clause :- Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the Bank addressed as aforesaid and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters. Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the Bank addressed as aforesaid and if sent by registered post, it shall be deemed to have been given at the time when it would be received and duly acknowledged by the bank at its counters.</p>	<p>In this case, if all the clauses required as per Annexure E (both in letter and in spirit) are provided in the Bank Guarantee, it may not be rejected merely on the grounds of minor difference in formats.</p>
14	<p>If bid document is bought in the name of company X; can bid be submitted in the name of company, Y which belongs to same group and is a sister concern of X?</p>	<p>Bid should be submitted in the name of X (single bidder) or in the name of a consortium, in which X is a member. For Y to be a single bidder, fresh bid document may be procured</p>

15	Whether in case of Consortium, BG for Bid Security can be in the name of non-lead member of Consortium.	BG should be in the name of Lead Member of Consortium
16	<p>Kindly note that our Bankers, _____ Bank (a PSU Bank), has requested to add a standard protective clause in the format of the Bank Guarantee. The protective clause reads as follows:</p> <p>"Notwithstanding anything contained herein: (i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only) (ii) The Bank Guarantee shall be valid upto _____; 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 on or before _____ (mention period of the guarantee as found under clause (ii) above plus claim period)"</p> <p>Kindly allow us to include the above clause after point 12 in the Bank Guarantee format provided by CTC.</p>	In this case, if all the clauses required as per Annexure E (both in letter and in spirit) are provided in the Bank Guarantee, it may not be rejected merely on the grounds of minor difference in formats.
17	<p>Appendix IV Annexure C:</p> <p>Is it mandatory that we appoint someone as our attorney only if he is employed with us. Can he not be employed with any of our Group Companies. Can we suitably amend as "do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____, son of _____ and presently residing at _____, as our true and lawful attorney.</p> <p>Can we do away with the line "who is presently employed with us and holding the position of _____."</p>	M/s. Fox & Mandal (Advocates and Solicitors), the legal associate of KPMG (our duly appointed Transaction Advisors for this exercise) for this project have advised that the same may be accepted by the Transport Department.
18	What should be the date of RFP - last line of first para of Annexure G	Date of publication of RfP, i.e. 31st October 2013

19	Clause No. 1.4.10 – Please confirm whether photocopies can be marked as “COPY” as per the clause	Yes
20	Clause no 1.11.2 – Please confirm whether the entire bid document is required to be typed or only the Annexure which are to be typed in letterhead	Annexure documents which are to be typed in letterhead are specifically mentioned in the RfP document
21	As per our understanding, only the RfP are to be initialed by Authorized signatory in Blue Ink as mentioned in clause 1.11.2. Since the Annexures (BG, POA, Certificate issued by Statutory Auditor, Legal Capacity) which are not signed by Authorised Signatory, but are part of bid document, hence please clarify whether these are also required to be initialed by Authorised signatory.	Annexure documents are part of the bid document to be submitted and need to be initialed by the Authorised signatory.

ANNEXURE 1

For the kind attention of the Board of Directors

[Name of the Company]
[Company Address]

Auditor's Certificate on Computation of Networth as at [month/date/year]

1. This certificate is issued in accordance with the terms of our agreement dated [date].
2. The accompanying Statement of Networth as at March 31, 2012 (hereinafter referred together referred to as the "Statement") contain the details as required pursuant to compliance with the terms and conditions contained in clauseno. 1.4.5 of the Request for Proposal for Long Term Lease of Surplus Land at _____ Depot of The Calcutta Tramways Company (1978) Limited issued by the Transport Department of Government of West Bengal for and on behalf of The Calcutta Tramways Company Limited dated October 31, 2013 with reference to the bidding for the lease of the surplus land at the _____ Depot of The Calcutta Tramways Company (1978) Limited (hereinafter referred to as the "RfP"), which we have initialled for identification purposes only.

Management's Responsibility for the Statement

3. The preparation of the Statement is the responsibility of the Management of _____ (the "Company") including the creation and maintenance of all accounting and other records supporting its contents. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
4. The Management is also responsible for ensuring that the Company complies with the requirements of the RfP and provides all relevant information to the 'designated officer' as mentioned in Appendix I of the RfP pursuant to the bid for long term lease of surplus land of _____ Depot.

Auditors' Responsibility

5. a) Pursuant to the requirements of the RfP, it is our responsibility to certify whether:
 - i) the amounts in the Statement that form part of the Networth computation have been accurately extracted from the audited financial statements for the year ended March 31, 2012 and the computation of networth is arithmetically correct; and
 - ii) the computation of net worth is in accordance with the method of computation set out in the clause 1.4.5 of the RfP.
- b) The financial statements referred to in paragraph 5(a) above, have been audited by us, on which we issued an unmodified audit opinion vide our report dated June 13, 2012. Our audit of these financial statements were conducted in accordance with the Standards on Auditing and other applicable authoritative pronouncements issued by the Institute of Chartered Accountants of India. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audits were not planned and performed in connection with any transactions to identify matters that may be of potential interest to third parties.
6. We conducted our examination of the Statement in accordance with the 'Guidance Note on Audit Reports and Certificates for Special Purposes' issued by the Institute of Chartered Accountants of India.

Conclusion

7. Based on our examination, as above, we certify that the amounts that form part of the networth computation have been accurately extracted from the audited financial statements for the year ended March

31, 2012; and that the computation of networth in the Statement is mathematically accurate and is in accordance with the method of computation set out in the clause 1.4.5 of the RfP.

Restrictions on Use

8. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the RfP. Our obligations in respect of this certificate are entirely separate from, and our responsibility and liability is in no way changed by any other role we may have (or may have had) as auditors of the Company or otherwise. Nothing in this certificate, nor anything said or done in the course of or in connection with the services that are the subject of this certificate, will extend any duty of care we may have in our capacity as auditors of the Company.
9. The certificate is addressed to and provided to the Board of Directors of the Company solely for the purpose to enable comply with requirement of RfP and to submit the accompanying Statement to the 'designated officer' as mentioned in Appendix I of the RfP pursuant to the bid for long term lease of surplus land of _____ Depot and should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For _____
Firm Registration Number: _____
Chartered Accountants

<Name of signatory>
<Designation>
Membership No.: _____

Place:
Date:

Statement of Net Worth as at March 31, 2012 of

This Net Worth has been calculated pursuant to clause 1.4.5 of Request for Proposal for Long Term Lease of Surplus Land at _____ Depot of The Calcutta Tramways Company (1978) Limited dated October 31, 2013

Computation of Net Worth	As at 31st March, 2012
	(Rs. Crore)
Equity Share Capital	XXXX
Add : Reserves	XXXX
Subtract : Revaluation Reserves	(XXXX)
Subtract : Capital contribution from consumers	(XXXX)
Subtract : Miscellaneous Expenditures to the extent not written off or adjusted	(XXXX)
Subtract : Fund for unforeseen exigencies	(XXXX)
Total Net Worth	XXXX

We state that _____, the bidding company had a minimum Net worth of Rs. _____ Crore based on audited annual financial statements of financial year 2011-12 and hence has the financial capacity to participate in the bid for the long term lease of surplus land of _____ Depot of The Calcutta Tramways Company (1978) Limited.

<Name of signatory>
<Designation>

Place:
Date: