

## Annexure – I: Pre bid Queries

### WSA Brown Field Model

<b>S. No</b>	<b>Query</b>	<b>Answer</b>
1	Kindly clarify the timeline to issue LOA after opening of financial bids.	LOA shall be issued within 7 days from the financial bid approval.
2	Kindly clarify the following: For assets purchased / developed by the Lessee, insurance should ideally be taken in the name of the lessee.	Assets created by Lessee would remain their property. Any building / Fixtures/ Infrastructure provided by MPTB should get insured by Lessee on behalf of MPTB.
3	Kindly clarify that the Lessee can invite (through a rental or arms length commercial or license to operate arrangements) various food & beverage and retail store operators to operate food counters and traveler convenience stores etc at the lessee's commercial discretion, and that this operating strategy is not in violation of this clause 6.22, and that this operating strategy does not require prior written permission from Lessor.  Additionally, kindly clarify if Lessee can create charge on assets purchased / developed by the Lessee and are part of the Wayside Amenity.	According to WSA policy under Point number 3.19 A Lessee shall be eligible to develop infrastructure for Children Play area, Telephone/internet Kiosk, Souvenir/Handicapped persons care room/facilities, Fast Food Outlets/Ice Cream parlour, Mini Provision store, Vehicle repair centre/car washing facility, Travel Desk, Flower Shop/Books News paper outlet, Live Art/Handicraft display, Other relevant activities as decided by Managing Director, MPTB
4	The definition of "high" as used in "high standards of cleanliness, courtesy, and serving standards" is unclear.	Lessee is expected to follow the operation manual as annexed with RFP.
5	Kindly clarify that 3.30 exempts situations outside the control of the lessee, including but not limited to events such as civil disturbances / general law and order issues/ natural or man-made disasters, or any situation that, in the opinion of the lessee, puts safety and security of employees / staff and customers at risk	Such exceptions will be considered.
6	Kindly confirm that such operations shall be as allowed by applicable state labour laws and shops and establishment laws.	Yes

<b>S. No</b>	<b>Query</b>	<b>Answer</b>
7	Kindly clarify if development and operation of 'room services' are mandatory for the Lessee or not.	If Lessee is developing rooms in the premises then it is their duty to provide service in rooms as well.
8	Kindly clarify the meanings of 'possession' and 'effective date' as mentioned in 3.37.	<p>Possession means taking over of WSA from authorized person of MPTB. After taking over Lessee must start operation of WSA within 90 days.</p> <p>In case any construction work is pending then the completion date of the construction shall be the effective date.</p>
9	Kindly clarify if the bidder is a company (as an additional option), can the bidder's parent company's net worth be considered?	No, Net worth would be considered only of the Applicant whether it is firm, Individual or company
10	<p>Kindly clarify whether bid security is non-refundable.</p> <p>Also, kindly clarify what documents shall constitute the identity proof in case Bidder is a company.</p>	<p>Bid security is refundable unless any default is not committed by the bidder.</p> <p>Certificate of Incorporation issued under Company Law would be an identity proof to be recognized as a company.</p>
11	Kindly allow a "Director" or any other duly authorized person to sign the lease agreement on behalf of the Lessee	Director or any authorized person duly authorized by the Board of the Company shall also be eligible to sign the Lease agreement on behalf of Lessee.
12	Kindly clarify that for the first payment of annual lease rent, should the full rent be paid or pro rata based on the remaining number of months in the year upto April of subsequent year.	It's on Pro rata basis for the remaining months.
13	<p>Since this is a State Government project, kindly clarify if MPTB could instruct / request the appropriate police station to provide a beat station / picket etc at the location to support in the provision of a safe and secure environment to travelers and tourists and staff.</p> <p>Further, the lessee cannot be made liable for incidents that occur outside the premises on the highway.</p>	Keeping in view the incidents arises at the site MPTB shall assist to overcome the situation.

<b>S. No</b>	<b>Query</b>	<b>Answer</b>
14	Kindly clarify that the Lessee can invite (through a rental or arms length commercial or license to operate arrangements) various food & beverage and retail store operators to operate food counters and traveler convenience stores etc at the lessee's commercial discretion, and that this operating strategy is not in violation of this clause 6.22, and that this operating strategy does not require prior written permission from Lessor.	Sub lease is not allowed but Lessee can give infrastructure on rent for the activities as shown in clause 3.1.9 (A) of the policy under intimation to the board.
15	Kindly clarify if MPTB can compensate for the assets created by bidder in case of termination of the lease.	Please refer to clause no. 8 of the Lease Agreement.
16	For 3 <sup>rd</sup> party operators of food & beverage counters, retail convenience store etc, kindly allow the lessee to authorise or license such operators without prior permission from lessor, but with prior intimation to lessor.	Prior permission from lessor is required in case Lessee is giving specific amenity for operation to third party.
17	Kindly clarify that the MPTB shall not award future competing wayside amenities projects along the highway section within a reasonable distance of 50 – 60 km on either side of the current project	Normally this restriction is observed.