



BANGALORE METRO RAIL CORPORATION LIMITED
3rd Floor, BMTC Complex, Kengal Hanumanthiah Road,
Shanthinagara, Bengaluru – 560027.

NOTICE INVITING TENDER

BRIEF DESCRIPTION OF THE TENDER

Tender No. BMRCL/GMF(T&R)/Median-Garden/R-2/2016-17 Dated:16/09/2016

**TENDER FOR SLECTION OF LICENSEES FOR THE MAINTENANCE OF GARDEN ALONG THE
MEDIAN AT REACH-2 OF NAMMA METRO PAHSE-1.**

1. Introduction

BMRCL is a Joint Venture Company of Government of India and Government of Karnataka committed to providing world-class mass transport system. Since Bangalore has been the garden city of India, BMRCL would like to contribute to the city's endeavor to keep this city clean and green. One of the green initiatives that BMRCL has taken is the growing of Bougainville plants in the medians along the metro corridor. BMRCL has chosen about 30 different colors Bougainville plants as its theme for the median not only because they can bloom throughout the year, but they are hardy and can withstand the harshness of the weather and also the fact that they are low on maintenance cost. Other plant varieties are either prone to diseases or very expensive to maintain or eaten by stray animals. However, irrespective of the plan variety, the plants in the median need to be maintained regularly by watering, pruning, fertilizing, shaping and to maintain cleanliness.

2. The Proposal

- a. There have been several requests from corporate and private companies, media houses, advertising agencies etc to maintain the median under their Corporate Social Responsibility (CSR) component. BMRCL has examined their request and has decided to bring about a policy for uniform maintenance of the median through CSR and thus retain the heritage of this city being a "Garden City". Since there are over 700 medians across the Phase 1 of the Metro Rail project, it is necessary that every single median should be maintained properly and not just those medians that have good visibility for the sponsors. Keeping this uniform development of the median and to enhance the image of the garden city, BMRCL desires to call for Request for Proposal (RFP) for the development and maintenance of the median at the reach.
- b. Under this RFP the successful bidder (s) [Licensee] will deploy well trained gardeners to nourish the existing plants and replant wherever necessary. The successful bidder(s) can either maintain the entire stretch of medians at the reach by their own funds and promote their own brand name or alternatively the successful bidder can monetize to recover their cost of maintenance, through Corporate sponsorship against commercial consideration that they can independently negotiate with the Corporate sponsors for a period which shall not, in any case, be extend beyond the license period granted to the licensee.
- c. The Licensee can choose corporate sponsor for the entire Reach or part thereof. However, under the scope of this RFP, the licensee shall maintain all the median in the Reach licensed under the agreement in the manner prescribed in the scope of work mentioned at Annexure 1 to this bid document.

- d. The licensee shall be permitted to put one board (back to back) per median to acknowledge the fact that the median is: "Maintained by M/s XYZ". The acknowledgement on the board shall not be used to promote any product either of the licensee or the sponsored Corporate Company. The Board shall contain BMRCL logo along with the name and logo of the licensee or that of the company that is sponsoring the licensee for the maintenance of the median.
- e. To maintain the brand equity of both BMRCL and the potential sponsors for the median, a standardized design sample and the positioning of the signage are also shown in the Annexure - A & A1 along with the board specification. The Board shall be fixed with rigid support anchored firmly into road below and shall be fixed at the median in center span as shown in Annexure - A & A1. The upper edge of the Board shall not be more than 56 (fifty six) inches from the top of the median as shown in Annexure – A& A1. While the indicative design has been provided, the licensee will be permitted to change the design subject to the dimensions being unaltered or marginal deviation. The Board thus put up shall not obstruct the line of sight for the advertisement display on the viaduct piers.

3. Terms for Corporate sponsorship

If the licensee proposes to obtain sponsorship for the maintenance of the median(s) against commercial considerations, then all such arrangements/agreements by the Licensee with the concerned sponsor (s) shall specifically stipulate by way of pre-condition that the sponsorship of the median by the licensee shall terminate simultaneously with the termination of the License Agreement, including termination of the License Period by BMRCL for any reason whatsoever. All contracts, agreements or arrangements with sponsors shall specifically stipulate this covenant of termination of the sponsorship rights, and further that the licensees shall not have any claim or seek any compensation from BMRCL for any such termination.

4. Arrangements with Corporate Sponsors

- a. The successful bidder (Licensee) shall prepare a draft Standard format of the sponsorship agreement/arrangement, for the use of the Median mentioning the median numbers corresponding to the piers numbers and shall obtain the prior written approval of BMRCL on such Standard draft. BMRCL may specify certain covenants to protect its interests. Only after such covenants, will the Licensee be entitled to enter into sponsorship arrangement/ agreements.
- b. At the end of the License period by efflux of time or premature termination for any reason whatsoever, all rights given under the License Agreement shall cease to have effect, and the median with all the development made during the period and other assets permanently attached to the median shall revert to BMRCL without any obligation on BMRCL to pay or adjust any consideration or other payment to the Licensee. BMRCL at its own discretion may allow the licensee (s) and/or sponsors to continue on mutually negotiable terms & conditions.

5. Take over after expiry/termination of license

It should be clearly understood that at the end of the License Period granted to the licensee under the license agreement, or upon termination for whatsoever reasons, BMRCL can decide to run the property on its own, or re-license it to a third party or to manage it in any other manner which BMRCL may deem fit solely at its own discretion. Licensee shall arrange to remove all sponsorship of other Boards etc erected at the medians at their own cost and in case of failure, BMRCL will have the right to remove them and recover the costs thereof from the Licensee.

6. Number of medians offered

The number of medians offered at the Reach-2 as follows:

SL. No.	Location of Median Offered	Number of Medians
1	Reach - 2 (Magadi Road to Mysore Road)	188

NOTE: in addition to the license fee etc, the licensee is liable to pay service tax and all other Central and State government taxes as applicable.

1. In addition to the foregoing, the bidders shall satisfy the following conditions:-
 - a. The bidder shall not submit more than 1(one) Bid for this tender. Any person who submits or participates directly or indirectly in more than one application will cause all the applications in which person has participated to be disqualified.
 - b. The Bidders shall not have any defaults on any Bank / Institutions' loans in the past. They should not be defaulters in payment of statutory dues or liabilities. They shall not be blacklisted by any Government Authority. (Bidder has to enclose all the documents pertaining to clause 11.1 to 11.2)
 - c. Financial: The bidder shall have a net worth of the Rs.50,00,000/- (Rupees Fifty Lakh Only).
2. Tender documents will be sold from **16-09-2016 to 29-09-2016** on all working days between **11.00 hrs to 17.00 hrs** at the office of BMRCL Shantinagar Bangalore.
3. The cost of the tender document is **Rs.5000/-** (Rupees Five Thousand only) inclusive of KVAT which is non-refundable. Only one set of tender document shall be sold to a bidder.
4. The schedule of Sale of Tender Documents, date of receipt of tender documents and date of opening of technical bid is furnished in the key details.
5. Tenders can be purchased from the office of BMRCL located at 3rd Floor, BMTC Complex, KH Road, Shantinagara, Bengaluru-560027.
6. Tender documents (Envelope "A" & "B" separately) duly completed in all respects should be 11:00hrs and 17:00hrs. at the BMRCL Corporate Office, Shantinagar, Bengaluru. Submitted at the address given in the key details on or before the dates and time mentioned therein.
7. The Technical Bids (Envelope "A") of the tenderers shall be opened as per schedule given above in the presence of the interested tenderers or their authorized representatives. Any tenders received after the time and date as stated below, shall not be entertained under any circumstances.
8. The date of opening of the financial bids (Envelope "B") shall be on the same day after the Proceedings of the technical bid(s) are drawn.
9. Tender documents duly completed in all respects should be submitted on or before 1500Hrs. on 13th October 2016, at the address given in the key details.

10. BMRCL reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any detail or information from any of the tender(s).
11. BMRCL reserves to itself the right to reject tenders which are submitted with the conditions, without assigning any reason thereto.
- 12 BMRCL reserve to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other details or information from any of the tendere(s).

KEY DETAILS

SL No.	Description of activity	Date/Details
1	Cost of Bid document (Non-refundable)	Rs.5000/- (Rupees Five Thousand Only) inclusive of KVAT in the form of Pay Order/Demand Draft drawn on a Scheduled Commercial Bank in India favouring “ Bangalore Metro Rail Corporation Limited ” Payable at Bangalore.
2	Dates for Purchase of Bid document	From 16-09-2016 to 29-09-2016 on all working days between 11:00 hrs to 17:00 hrs
3	Last Date for bid Queries	29-09-2016 by 15:00 hrs.
4	Pre Bid Meeting	At 15:00 hrs on 29-09-2016.
5	Address for purchase of Bid document and for submission of the sealed bid document	The Managing Director, Bangalore Metro Rail Corporation Ltd, 3 rd Flore, BMTC Complex, K.H.Road, Shanthi Nagar, Bangalore – 560027.
6	Bid Security Amount (Refundable)	EMD Rs 10,000/- (Rupees Ten Thousand Only) in the form of demand draft from a Scheduled Commercial Bank in India in favor of “ Bangalore Metro Rail Corporation Limited ” payable at Bangalore.
7	Last date and time for submission of Bids	Up to 15:00 hrs on 06-10-2016.
8	Opening Tender	At 15:30 hrs on 06-10- 2016.

Bangalore.

16th September 2016.



General Manager Finance (T&R)

Bangalore Metro Rail Corporation Limited, Bangalore.