



Bangalore Metro Rail Corporation Limited  
3rd Floor, BMTC Complex, KH Road,  
Bengaluru 560 027

**Tender No. BMRCL/GMF (T&R)/PD/Two Wheeler (Motorized and Non Motorized)  
Mobility Service System-1/2015-16**

BMRC is a Joint Venture Company of Government of India and Government of Karnataka committed to providing world-class mass rapid transit system. As part of the amenities and facilities to be provided to the commuters, BMRC proposes to grant license for operating two-wheeler (motorized or non-motorized) mobility service system so as to provide the last mile connectivity for the commuters. **Accordingly, sealed tenders containing (1) Technical Bid and (2) Financial Bid in separate** sealed envelopes are invited and the bid terms and conditions given here in under are some of the brief tender details, and bidders have to purchase the tender document for the detailed terms and conditions.

1. Tenders in the prescribed form duly sealed are hereby invited for granting License for operating two-wheeler (Motorized or Non-motorized) mobility Service system for a period of **3(Three) years** at the following Namma Metro Rail Stations:

Sl. No.	Locations offered for the two wheeler (Motorized or non motorized) mobility Service system at the following Metro Stations	Reference to Station plan Annexure	Area (approx.) provided for parking <u>two-wheeler</u> (Motorized or non Motorized) <u>Mobility Service</u>	Earnest Money Deposit (EMD)
1.	Baiyappanahlli	A	Approximately 600 sqft at each of the stations	EMD to be submitted is Rs.5,000/- (Rupees Five thousand) only <b>for each station</b> that the bidder wishes to bid.  Separate Demand Draft should be purchased for each of the station that the bidder wishes to bid.
2	Indiranagar	B		
3	Trinity	C		
4	Mantri Square	D		
5	Rajajinagar	E		
6	Sandal Soap Factory	F		
7	Peenya	G		
8	Mysore Road	H		
9	Vijayanagar	I		

2. The object of this tender is to provide the commuter the last mile connectivity through two-wheeler (motorized or non-motorized) vehicles. Since people who use the metro rail services may generally have to reach short distances from the stations, a two-wheeler hiring facility at the station would help commuters to reach their destination. It is also expected that if this model is successful then the licensee, may consider having two-

wheeler docking stations at difference locations from the respective stations, depending upon the commuter's requirement. The successful bidder can evolve his or her own scheme to facilitate the last mile connectivity and charge a fee to the commuter for rendering this service.

3. The parking space for operating two wheeler (motorized or non-motorized) mobility two-wheeler service system given at the respective station could be either in one lot or multiple lots within the respective stations depending upon the space available therein, however a total area of about 600 square feet will be allotted in the respective stations.
4. Within the space allotted, the licensee shall operate the hiring of two wheeler (motorized or non-motorized) mobility service system. BMRCL would encourage battery-operated versions and for the power required, BMRCL would give NOC for obtaining power supply from BESCOM. Within the allotted area, the licensee can put up small counter to man the mobility service system.
5. Tender documents will be sold from **22<sup>nd</sup> January 2016 to 12<sup>th</sup> February 2016** on all working days between 11.00 hrs and 17.00 hrs.
6. Pre-bid meeting is scheduled on **12th February 2016** at 17-30 hours at 3<sup>rd</sup> Floor, BMTC Complex KH Road, Shanthinagar, Bengaluru – 560 027.
7. The cost of the tender document is Rs.5000/- (Rupees Five thousand only), which is non-refundable. One set of tender document shall be sold to a bidder. One set of tender document is sufficient for bidding at all the stations in the prescribed financial offer. (Financial Bid attached to the tender document)
8. Tenders can be purchased from the office of BMRCL located at 3<sup>rd</sup> Floor, BMTC Complex, KH Road, Shanthinagar, Bengaluru – 560 027.
9. On the day of the site visit at the location the extent/area of land demarcated for two-wheeler (Motorized or non-motorized) mobility service parking area(s) will be shown to the prospective bidders.
10. Tender documents duly completed in all aspects should be submitted on or before **15:00 hrs on 22<sup>nd</sup> February 2016** at the address given in the Key Details.
11. The tenders will be opened at **15:30 hrs on 22<sup>nd</sup> February 2016** in the presence of the interested tenderers or their authorized representatives.
12. Any tender received after stipulated date & time as stated above shall not be entertained under any circumstance.
13. 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 tenderer(s).
14. The space will be allotted on, as is where is basis and the successful bidder should make the necessary improvements for his/their requirement.
15. Bidders can apply for one location or for all locations. Only one tender document will suffice for this purpose. The locations chosen and the bid price offered shall be mentioned in the prescribed Financial Bid forming part of this tender document. Bidders shall make a copy of the Financial Bid and give their offer to those locations they wish to apply.



16. For each location bid for a separate EMD of Rs.5,000/- shall be enclosed with the tender submission. Since each location is considered as separate bids, separate license agreement for each of the locations shall be entered into.

17. The Minimum Bid price fixed for each of the locations is **Rs.17, 000/-(Rupees Seventeen Thousand only)** per month plus Service Tax as applicable. Bidders have to give their quotes equal to or more than the Minimum Bid price fixed per annum. Any offer received less than the Minimum Bid price will be rejected and the EMD furnished will be forfeited.

18. On the quoted price (license fee) of the successful bidder, there shall be an escalation of **5%** annually in the license fee, over that of the previous year's license fee.

**19. Fee for the mobility service system:**

The Licensee can charge the rental rates for the services as determined by them. However, the rental charges and the terms and conditions shall be prominently displayed at the respective kiosk. BMRCL will not be responsible for any disputes in the rental charges or any aspect arising out of the terms and conditions thereof the licensee shall keep BMRCL indemnified, against any disputes or other claims in this regard.

**20. Timings for the rental operations:**

The licensee can operate the mobility service system from the opening hours to the closing hours of the Metro Rail. If the licensee desires to extend the hours of operation, they shall give a request to the General Manager Finance (T&R) for the same and depending on the suitability and other parameters relating to safety and convenience, BMRCL may grant necessary permission for the same. The bidders are informed that the mobility service system is primarily meant for the genuine Metro Rail commuters. However there will be no bar in hiring the mobility service system to any other user(s).

**21. Requirements & Conditions:**

The bidders shall acquaint with the site conditions before quoting the rates. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. BMRCL will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**22. Bid Due Date:**

Bids should be submitted on or before 15.00 hours IST on the Bid submission Date, at the address provided in the Key Details in the manner and in the form as detailed in this Bid Document. BMRCL may, in its sole discretion, extend the Bid submission Date by issuing an addendum/corrigendum. Bids received by the BMRCL after the specified time on the Bid submission date shall not be eligible for consideration and shall be summarily rejected.

**23. ELIGIBILITY:**

In order to be eligible to participate in the Bid process outlined herein, a Bidder should satisfy the following criteria:

(i) The bidder shall either be:

a) An individual; or



- b) A partnership registered under the Indian Partnership Act, 1882 or
  - c) A company incorporated under the (Indian) Companies Act, 1956/2013;
- (ii) The bidder shall not submit more than 1(one) Bid for this tender. Any person/bidder who submits or participates directly or indirectly by submitting more than one application/Bid will cause all the applications/Bid in which such bidder/person has participated to be disqualified.
- (iii) The Bidders shall not have defaults on any bank / Institutions' loans in the past. In addition, the Bidder should not be a defaulter in payment of statutory dues or liabilities. They shall also not be blacklisted by any Government Authority. They shall furnish a certificate from their Chartered Accountant or their statutory Auditors to this effect. If at any point in time if there is any concealment of information in this regard, the license agreement will be terminated, besides action as may be deemed necessary will be taken by BMRCL against the person issuing the said certificate.

24. **Technical Capacity:**

Since the two-wheeler (motorized or non-motorized) mobility service system is relatively a new concept for metro rail, this tender does not prescribe any prior experience criteria as technical requirement, except that the bidder **shall give one page concept note** on how they propose to run/operate the motorized or non-motorized mobility service system as a commercial venture. This concept note will be the technical proposal for BMRCL's reference only. **It will not be considered for tender evaluation purposes.** The tender evaluation committee may seek any clarification on such concept note submitted by bidder(s).

The concept note can be written on plain sheet of paper or on a letter head and enclosed to tender submission as detailed in the procedure for "Tender submission"

25. **Financial Capacity**

- a. This tender is intended to **encourage both new entrants (start-ups) and also those in business for several years.** Hence under this RFP, the previous experience is not counted except that the bidder should have financial capacity to commence and successfully run business activities by discharging all statutory payments/obligations to statutory authority, payments for utility charges, compliance to all statutory laws besides payment of monthly license fee and other charges to BMRCL.
- b. The bidder needs to establish the minimum Net Worth of Rs.30,00,000/- (Rupees thirty lakhs only). For the purposes of this Bid Document, Net Worth (the "Net Worth") shall mean the sum of subscribed and paid up equity capital and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. The Bidders shall provide details as per the format at Annexure II in the form of certificate from statutory auditors or Chartered Accountant specifying the Net Worth of the Bidder, as at the close the immediately preceding Financial Year.



26. **OPENING OF TENDER AND EVALUATION**

- a. The tenders received will be opened by a Committee constituted by BMRCL in the presence of those Bidders or their representatives (with a letter of authority) who prefer to attend the opening.
- b. Tenders in unsealed condition will be rejected summarily. Tenders not accompanied by valid Earnest Money Deposit will be summarily rejected. Tenders without required documentation and not conforming to tender requirements are liable to be rejected.
- c. The technical bids will be opened at **15.30 hrs** on the **22.02.2016** in the presence of the authorized representatives of the Applicants, if any.
- d. Technical bids shall be evaluated and the Committee will prepare list of technically qualified Applicants.
- e. The financial bids in respect of the Applicants qualifying in the technical bid shall be opened on the date and time notified and intimated to all bidders who have qualified in the technical bid by the BMRCL.
- f. In awarding the contract, BMRCL shall consider the highest bid offered, for the station and subject to all other criteria being met.
- g. Upon completion of the Bid evaluation process and acceptance of the Bid submitted by the Selected Bidder, BMRCL shall forward the Letter of Acceptance ("LoA") to the Selected Bidder along with the draft License Agreement. The Selected Bidder shall return the draft License Agreement and sign the LoA signifying its acceptance thereof, within 07 (Seven) working days from the date of receipt of the LoA.
- h. The Selected Bidder shall furnish the Performance Security Deposit within 15 (fifteen) days of the date of the LoA. The Performance Security deposit shall be as detailed under clause 26 herein after. Upon receipt of the Performance Security Deposit within the prescribed time, BMRCL will sign the License Agreement with the selected bidder in the prescribed format.
- i. **License fee free period of 60 days will be given as fit out Period from the date of NTP.** The licensee can commence the commercial operation at the respective location during the fit out period, provided the licensee has completed the fit out at the location and obtained the commencement certificate from General Manager (Finance) T&R. During this fit out period no license fee is payable even if commercial operation has commenced. A grace period of 30 days is given to commence the business, however during this grace period, the license fee is payable.
- j. In the event of failure by the Selected Bidder to perform any of the actions required to be performed by it under General Terms and Conditions within the specified time period, unless the Competent Authority, BMRCL consents to extension of time, shall constitute an event of default.
- k. If the successful Bidder fails to sign the contract within stipulated period or after signing the contract fails to perform any contractual obligation, his/their EMD/Performance security shall be forfeited.

**27. Use of Premises**

- (i) That, the licensee shall occupy and use the premises for the purpose of hiring two wheeler (motorized or non-motorized) mobility service system primarily to Metro Rail commuters. However, the licensee is permitted to use the facility to other walk-in clients also.
- (ii) On award of the contract, the licensee shall, at his/ their own cost, demarcate the area allotted for the said purpose. Within the allotted area, the licensee can put up small counter to man the services. No permanent structure can be put up and other than work related to hiring/rental of two-wheeler (motorized or non-motorized) mobility service system no other business activities shall be conducted. The licensee can brand the kiosk, but no commercial advertisement can be put up on the kiosk. The brand and the design of the kiosk must be approved by BMRCL. Such kiosk shall be removed by the Licensee, immediately on termination of license or completion of the license period
- (iii) Within the space allotted, the licensee shall operate the hiring/rental motorized or non-motorized mobility service system. The licensee may also consider providing web based/mobile phone advance booking application/app to help commuters to hire the vehicle. BMRCL would encourage battery-operated versions and for the power required, BMRCL would give NOC for obtaining power supply from BESCO.
- (iv) The licensee shall not object to any construction in or around the site that is considered essential by BMRCL.

**28. Working hours**

- i) The licensee should ensure that the licensed premises are operational for all the seven (7) days in a week and that adequate and suitable manpower is available from 5 AM to 11 PM on all days for Metro Commuters. BMRCL may alter this timing depending on the opening and closing hours of the Metro Train Services. The licensed contractor may, after approval from General Manager Finance (T&R), operate the rental system upto 1AM or upto the time allowed by the police department, to service the general public and must ensure that suitable and sufficient manpower is available during this extended period.
- ii) That the licensee shall not be entitled to allow any other person to occupy the premises or to use any part thereof for any other purposes without the prior written permission of the BMRCL.

The licensee shall ensure that the manpower deployed is well trained on First Aid and other Fire rescue training etc for safety purposes.

**29. Compliance**

- (i) The Licensee shall abide by all rules & regulations, bye-laws and guidelines that BMRCL may, from time to time, make or adopt or amend for the care, protection and administration of the Metro Station; the general welfare and comfort of its commuters and employees.
- (ii) The licensee and its employees and agents shall be bound to comply with any instructions issued by BMRCL and its concerned authorities from time to time.

- (iii) The licensee shall equip himself/themselves with all necessary permits; license and such other permissions as may be required under the law in force at any time with regard to the operation of the said rental system. If for the want of any license or permissions by any authorities, the licensee contractor is not able to operate the said rental system, BMRCL will not offer any rebate or waiver in the license fee payable by the Licensee, to it, once the fit out period has expired.
- (iv) The licensee shall, during the continuance of the license insure at its costs, against any claim for workmen's compensation or otherwise of all persons employed by him/them in connection with his/their business being carried on as aforesaid with an insurance company and shall produce for inspection on demand by BMRCL all policies in respect thereof and the receipts from time to time for current premium paid.
- (v) It shall be the responsibility of the licensee to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed premises and BMRCL shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever. The licensee shall make all necessary arrangements to secure the two-wheelers from theft/damage or arson.
- (i) The licensee shall be responsible to comply with the provisions of the Motor Vehicles Act, 1939 and any other law or rule for the time being in force relating to operate the hiring/rental two wheeler (motorized or non-motorized) mobility service system

**30. Operations**

The licensee should ensure –

- (i) Adequate signage of the facility available to the commuters and the number of signage, its design shall be approved by BMRCL depending upon the requirement at the respective stations.
- (ii) The contractor will keep the entire area allotted clean and also ensure the vehicles are parked properly so as to facilitate smooth movement of traffic.
- (iii) The licensee shall keep a suitable capacity portable Fire extinguisher for immediate and emergency uses at the kiosk/Counter along with proper first aid kit.

Bengaluru  
22<sup>nd</sup> January 2016



General Manager Finance (T&R)  
BMRCL, Bengaluru

**U.A. VASANTH RAO**  
General Manager Finance  
(Taxation & Resources)  
Bangalore Metro Rail Corporation  
3rd Floor, BMTC Complex, K.H. Road  
Shanthinagar, Bangalore - 560 077

