



ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲ್ ನಿಗಮ ನಿಯಮಿತ

(ಸಹಭಾಗಿತ್ವದ - ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಹಾಗೂ ಕೇಂದ್ರ ಸರ್ಕಾರ ಉದ್ಯಮ)

ಬಿ.ಎಂ.ಟಿ.ಸಿ. ಕಾಂಪ್ಲೆಕ್ಸ್, 3ನೇ ಮಹಡಿ, ಕೆಂಗಲ್ ಹನುಮಂತಯ್ಯ ರಸ್ತೆ, ಶಾಂತಿನಗರ, ಬೆಂಗಳೂರು - 560 027, ಭಾರತ

Bangalore Metro Rail Corporation Ltd.

(A Joint Venture of Government of Karnataka & Government of India)

B.M.T.C Complex, 3rd Floor, K.H. Road, Shanthinagar, Bangalore - 560 027. INDIA.

2ND MAY 2012

TENDER FOR LICENSING OF SPACE AT BANGALORE METRO STATIONS FOR COFFEE SHOP

REF TENDER NO: BMRCL/GM (F)/RETAIL-1/2012-13

ANSWERS TO PRE-BID QUERIES

THE FOLLOWING PRE-BID QUERIES THAT WERE RECEIVED HAVE BEEN ANSWERED.

BIDDERS MAY PLEASE NOTE THAT THE LAST DATE FOR THE SUBMISSION HAS BEEN EXTENDED UPTO 15.00 HOURS OF 16TH MAY 2012. REST OF THE TERMS AND CONDITIONS REMAIN UNCHANGED.

Sl No.	Ref No.	Query	BMRCL Response
1	Clause 2.5.1	Is it possible to form a consortium with two companies formed under the Companies Act of India (1956)?	Yes.
2	Clause 2.6.1	Is it possible to include the financials of the just concluded Financial Year (FY 2011 - 12) for purposes of satisfying turnover requirement?	If the accounts for the year 2011-12 has been finalized and audited and certified by the Chartered Accountant / Statutory Auditor, the financials for the year 2011-12 can be taken to meet the financial criteria.
3	Clause 2.7.1(b)	We will be bidding under a reputed Coffee & Tea brand under a consortium of two companies; our lead member would showcase experience and turnover criteria in the food and beverage industry as a whole, while the second member of the consortium, has 25 coffee units under various brands including the above mentioned reputed coffee and tea brand and having the operating experience of running a coffee shop. Both members of the consortium would be working together and there would be a management agreement between	Yes. However, the Coffee shop will have to be opened under the name of a reputed coffee/tea brand.

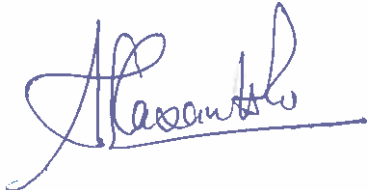
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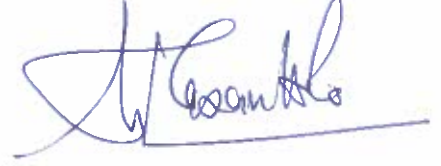
		the two members. Will such an arrangement qualify the tender requirements?	
4	Clause 2.7.1(b)	Bid will be under consortium can the experience and turnover of one bidder be used to satisfy any criteria which is not satisfied by the second bidder ?	Yes
5	Clause 2.7.1(b)	If the above is not granted, then can the bidder / consortium opt for Management Contract ?	Clarified in serial No.(4) above.
6	Clause 2.10.1	If bidder does not qualify in eligibility criteria, whether it is technical or financial, will the Earnest Money Deposit refunded without any deduction? And by when?	<p>The EMD of <u>unsuccessful</u> Bidders will be returned by BMRCL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder (Ref Clause 2.10.4)</p> <p>There will be no deduction or forfeiture of EMD amount except where provisions of Clause 2.10.6 are invoked.</p>
7	Appendix VII	What is the lock-in period for both parties?	Neither party can terminate the Agreement in the first term (first two years), unless termination due to an event of default.
8	Appendix VII	Assuming no default by any party, how and when is the second term (years 3 and 4) renewed? On what terms? Is there any discretion on renewal?	<p>Procedure: If the licensee wishes to continue for second term, then licensee shall intimate BMRCL of its intention to do so, no later than 6 (six) months prior to the expiry of the relevant term.</p> <p>Renewal for second term is subject to 10% escalation (in year 3) as detailed in clause 14(a) of Appendix VII</p>



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9	Appendix VII	Similarly how and when is the third term (years 5 and 6) renewed? On what terms? Is there any discretion on renewal?	<p>Procedure: If the licensee wishes to continue for third term, then licensee shall intimate BMRCL of its intention to do so, no later than 6 (six) months prior to the expiry of the relevant term.</p> <p>However during the third term, either party may terminate this Agreement without providing any reason whatsoever by giving a 3 months' notice to the other party.</p> <p>Renewal for third term is subject to 10% escalation (in year 5)</p> <p>It may be noted that escalation of 10% is per term (every 2 years) and not per annum</p>
10		What is the provision for power backup? Can the licensee install DG Sets?	BMRCL shall undertake to provide reliable power supply either from its own grid/BESCOM/DG. For the supply from DG appropriate apportioned cost shall be charged to the licensee.
11		What is the provision for storage?	At this stage storage space is not considered. However, BMRCL will examine the successful bidder's requirement and subject to availability of space available at the relevant station, storage space space can be additionally considered.
12		When do bidders submit the concept and design proposal for coffee shop kiosks?	<p>The hard copy of the concept and design proposal shall be part of the documents to be enclosed and sealed in Envelop I " Qualification and Technical documents for the selection of licensee for retail-Coffee Shop Tender".</p> <p>Such of those bidders who qualify the requirements in the submission of the documents under Envelop I shall be required to make a power point presentation on the date and time</p>

			informed subsequently. The qualified bidders can assume that the date of presentation is about 15 days from the date of opening the tender.
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