



BANGALORE METRO RAIL CORPORATION LIMITED

(A Joint Venture of GOK & GOI)

3rd Floor, BMTC Complex, K.H. Road

Shantinagar, Bangalore-560 027 (India)

Telephone No. 080-22969300/301 Fax: 080-22969222

E'mail: bmrc@dataone.in Web site: www.bmrc.co.in

TENDER INVITATION

License for ATM Space at MG Road Namma Metro Station

Tender Notice No. NO: BMRCL/GM (F) 142/2011-12 dated 26th July 2011

Tenders are invited from Banking Institutions having a minimum of 25 (twenty five) network of Automated Teller Machines (ATMs) in Bangalore for granting license for ATM space at MG Road Namma Metro Station for a period of 3 (three) years.

Details of the Tender being invited can be downloaded from the website: www.bmrc.co.in from 26.07.2011 and is also available for sale at the above office address from 26-07-2011 to 05-08-2011 during office hours. Cost of Tender Document: Rs.1000 (Rupees One Thousand only) (inclusive of 12.5% KVAT) and should be drawn in favor of Bangalore Metro Rail Corporation Limited payable at Bangalore, from a Scheduled Commercial Bank. In case of downloaded tender documents, the cost of document in the prescribed manner as above shall be submitted at the time of submission of the tender documents. Last date of receipt of Tender: 16.08.2011 up to 15.00 Hrs (IST).

Sd/-

General Manager (Finance)

Bid for License for ATM space at the MG Road Namma Metro Station

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

TENDER DOCUMENT

**LICENSE FOR AUTOMATED TELLER MACHINE (ATM) SPACE AT
MG ROAD NAMMA METRO STATION**

COST OF DOCUMENT Rs.1000/-

NO: BMRCL/GM (F) 142/2011-12 Dated 26/07/2011

Table of Contents:	Page No
NOTICE INVITING TENDER	2
KEY DATES	4
GENERAL INFORMATION/GUIDELINES	5
DRAFT LICENSE AGREEMENT	9
GENERAL TERMS & CONDITIONS	13
Annexure 1 (Unconditional Acceptance letter)	16
Appendix i (Figure showing the dimension of ATM).....	17
Appendix ii (Form of Financial Bid 'A' to 'F')	18
Appendix iii (Details of the ATMs in Bangalore city)	20
Appendix iv (Number of stations bid for and EMD details Annexure 1)	21

SOLD TO:

Date sold:

**Signature with seal of
Competent Authority**

Bangalore Metro Rail Corporation Limited
4rd Floor, BMTC Complex,
KH Road, Shanthinagar, Bangalore

NOTICE INVITING TENDER

1. Tenders in the prescribed form duly sealed are hereby invited for granting license for a period of 3 years for Automated Teller Machines (ATM) at the MG Road Namma Metro Station with details mentioned in the tabular column herein under:

Sl. No.	Name of the Station & Location	Location identified for the ATM	Number of units available	EMD in Rupees	Minimum Reserved Monthly License Fee Per ATM
A	MG Road Station	Outside the building at the Entrance. The terminal will face the street while machine will be within the building premises.	2	20,000	1,11,000

Notice to proceed will be handed over to the successful tenderer only after all the constructions at the respective site are completed

2. The parties eligible to participate in the tender must be a Banking Institution having a minimum of 25 networks of ATMs in Bangalore.
3. Only one tender document shall be sold to a Banking institution. The cost of the tender document is non-refundable Rs.1000/- (Rupees One thousand) only.
4. Tenders can be purchased from the office of BMRCL located at 3rd Floor, BMTC Complex KH Road, Shanthinagar, Bangalore 560 027. Tender documents can also be downloaded from the website www.bmrc.co.in. However, bidders downloading the tender documents shall pay the prescribed cost of the tender document by draft on or before submission/dropping of the bid documents.
5. The Schedule of Sale of tender documents, date of Receipt of tender documents & date of opening of technical bid is furnished in the Key Dates at page (4) of this document.
6. On the day of the site visit at the MG Road Station the area and the number of ATMs demarked will be specified.
6. Tender documents (Envelope 'A' and 'B' separately) duly completed in all respects should be 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

Bid for License for ATM space at the MG Road Namma Metro Station

tenders received after date & time stated above shall not be entertained under any circumstance.

8. The date of opening of the **Financial Bids** (Envelope 'B') shall be on the same day after the proceedings of the Technical Bid are drawn.
9. In addition to License Fee etc., Licensee is liable to pay necessary Service Tax and all other Central & State Government taxes as applicable.
10. BMRCL reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
11. BMRCL reserves 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 tenderer(s).

Sd-
Managing Director
BMRCL

KEY DATES

1.	Date of Issue of Bid document	26-07-2011
2.	Cost of Bid document	Non-refundable fee in the form of demand draft from a Scheduled Commercial Bank in India in favour of “Bangalore Metro Rail Corporation Limited”, payable at Bangalore for an amount of Rs 1000/- (Rupees one thousand) only
3.	Dates for Purchase of Bid document	On all working days between 11.00 hrs and 17.00 hrs (IST) from 26-07 2011 to 05-08 2011 at the BMRCL Office
4.	Address for purchase of Bid document and for submission of the sealed bid documents.	a) The Managing Director, Bangalore Metro Rail Corporation Limited, 3 rd Floor, BMTC Complex, K H Road, Shanthinagar, Bangalore-560027 or b) Download from http://www.bmrc.co.in (In case of a downloaded document, the demand draft towards the cost of Bid document shall be enclosed along with the submission of bid document.) Tender document can be downloaded until the last day of the filing of the tender.
5.	Bid Security Amount (Refundable)	EMD for Rs. 20,000 has to be furnished in the form of demand draft from a Scheduled Commercial Bank in India in favour of “Bangalore Metro Rail Corporation Limited”, payable at Bangalore and having a validity period of not less than 120 days.
6.	Site Visit	06-08-2011 At 10-30 AM at MG Road station.
7.	Last date and time for submission of Bids	Up to 1500 hrs on 16-08 2011
8.	Opening of Tender envelopes	15.30 hrs on 16-08 2011

GENERAL INFORMATION/GUIDELINES

1. At the MG Road Metro station, **2 spaces** are identified for the installation of ATM facilities for the commuters. Bidders must quote for **both the ATM spaces at the MG Road station**. If their financial bid has quote for only one ATM space of a station, then the bid will be rejected. Bidders are advised to visit the MG Road station on the date set for site visit to be personally aware of the specified space allotted for the ATM.
2. BMRCL reserves to itself the right to change the location of ATM installed at the said specified spaces at (1) above at any time and may at its discretion to call upon the Licensee to shift the ATM to an alternative space within the premises. In such a case, the Licensee shall be bound to shift the ATM immediately and accept the said alternate location identified in the premises. The entire expenditure on such shifting shall be borne by the licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee due to such shift.
3. BMRCL reserves right to allot more ATM spaces at the MG Road Station in addition to the present bid. Bidders / Licensee shall have no objection to BMRCL for granting any other License for similar facility at the Station premises or adjacent to the space where the Licensee is rendering such services.
4. While the licensor has engaged security services for the Station, the licensee can also make independent security arrangement on their own at the station. The payment for the independent security arrangement shall be borne by the licensee.
5. The ATM machine shall not be of a size beyond the dimensions mentioned in figure in Appendix i. BMRCL shall provide bare space for the subject services including partition to demark the ATM space shall be done by BMRCL within two weeks after the ATM is installed by the licensee. BMRCL will also provide other facilities like light and power connection (without Air conditioner) and general security and housekeeping. If air conditioner is installed, for every one tonne capacity or part thereof an additional lump sum fee of Rs.5000/- per month shall be payable. While BMRCL has a dedicated power source and backup generator, licensee can install an UPS at their cost in the space provided. If the licensee requires separate electricity connection, BMRCL shall permit the licensee at their own cost to apply with the Electricity Company and discharge the electricity charges directly to the Electricity Company.
6. At any time prior to the deadline for submission of Bid, the BMRCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document by the issuance of Addenda.
7. Any Addendum thus issued will be sent in writing to all those who have purchased the Bidding Document besides hosting on the BMRCL website www.bmrc.co.in

8. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BMRCL may, in its sole discretion, extend the Bid Due Date.
9. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder - may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
10. Tender documents are not transferable and only one tender document shall be issued to one Bank irrespective of the number of ATM locations bid for. Tender document contains:
 - a. Notice inviting tender and Key details
 - b. General information/Guidelines
 - c. Draft License Agreement
 - d. General Terms and conditions
 - e. Annexure 1- Unconditional acceptance letter
 - f. Appendix i (Figure -Dimension of ATM)
 - g. Appendix ii containing forms for Financial bid for the ATM at the MG Road Metro Stations Marked as **Appendix ii (a)**
 - h. Appendix iii (Statement of No. of ATMs in Bangalore and list of at least 25 such locations)
 - i. Annexure iv containing the “Form of statement” mentioning the Station bid for and the corresponding EMD details.
11. **“Technical Bid”** must be sealed in Envelope ‘A’ and shall be sealed containing the following documents:
 - a. Tenderer shall in their letterhead clearly state the number of ATMs operated by them in Bangalore City and shall give details of at least 25 locations in the tabular form in Appendix iii.
 - b. Earnest Money Deposit of Rs. 20,000/- per station in the form of Bank Demand Draft in favour of ‘Bangalore Metro Rail Corporation Limited’, payable at ‘Bangalore’.
 - c. The prescribed EMDs must be enclosed in the Technical Bid Cover Envelope A. **If the EMD is not furnished in the technical bid Envelope A**, the bid shall be summarily rejected. No appeal in this regard will be entertained.
 - d. Unconditional acceptance letter as per format enclosed.
 - e. All other pages of the tender documents properly sealed and signed.

The technical Bid shall be sealed and super scribed on the top of the envelope **“TECHNICAL BID FOR ATM SPACE AT THE MG ROAD NAMMA METRO STATION”**

12. **“Financial Bid”** Tenderers shall file the Financial bid, in Appendix ii for offering financial bid. Envelope B shall contain Appendix ii ‘Form of Financial Bid’ indicating financial bid to be quoted by the tenderer **and no other documents**. The amount of license fee should be conspicuously written both in figures as well as in words for ATM (1) and ATM (2). Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).

The ‘Financial Bid’ must be sealed in “Envelope ‘B’, mentioning in bold letters **“FINANCIAL BID FOR ATM SPACE AT THE MG ROAD NAMMA METRO STATION”**

13. Both the Envelopes A & B must be sealed in ‘**Master Envelope**’ C and super scribed on top of the envelope as **“TENDER FOR ATM SPACE AT THE MG ROAD NAMMA METRO STATION”**.

14. All the envelopes shall be placed in an outer envelope and addressed and delivered to:

Managing Director
Bangalore Metro Rail Corporation Limited,
3rd Floor, “BMTCL complex”
Shanthinagar, Bangalore 560 027

15. Bid maybe submitted by post/courier however if the bid does not reach before the due date and time of submission or if the master envelope and other envelope therein are opened BMRCL shall not be held responsible. Bids received after the due date and time shall be summarily rejected.

16. **Envelope A:** Shall be opened first and shall contain the basic documents specified as under clause 11(a) to (i) of this section. It may clearly be noted that in case the tender submitted is not accompanied by any of the documents stated at clause 11 (a) to (e), such tender(s) shall be rejected.

17. **Envelope B:** After scrutiny of the basic documents of Envelope ‘A’, Envelope ‘B’ shall be opened the same day soon after the proceeding of Technical Bid is recorded.

18. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in BMRCL tender(s) for a period of three years, on account of non-completion of the following:

- i. Acceptance of the offer within 10 days;
- ii. The successful bidders shall furnish security deposit equal to 06 months of the bid amount (monthly) for the Station.
- iii. Execution of the agreement within 15 days;
- iv. Payment of the advance license fee within 10 days of receipt of the Notice to Proceed.

Bid for License for ATM space at the MG Road Namma Metro Station

- v. Commencement of the ATM facility within 30 days from the date of issue of notice to proceed.
19. Tender(s) shall remain valid for a period of 120 days from the date of opening of the financial bid in envelope 'B'. If any tenderer withdraws during the validity period, his earnest money deposit will be forfeited. However, the tenderer(s) can withdraw the Earnest Money Deposit after the validity is over or may extend the validity of the tender(s) with the consent of BMRCL.
20. The Security deposit payable shall issued by a scheduled bank in favour of "*Bangalore Metro Rail Corporation Limited*" and payable at "*Bangalore*" within 15 days after the issue of Letter of Award (LOA). The security deposit shall not carry any interest during the tenure of the license.
21. The security deposit mentioned at clause (19) above shall be returned, after deductions, if any, made in accordance with this contract, to the bidder on his application within 7 (seven) working days after the ATM site is handed over to BMRCL after the expiry of the license period.
22. BMRCL reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
23. BMRCL reserves right to reject any or all tender(s) in part or in full without assigning any reason.
24. The successful tenderer shall be required to pay to BMRCL 'monthly' license fee in advance at the rate quoted in the tender which will be **compounded by 10 % every year**.
25. The tenderer who has quoted the highest amount for the tendered item at the MG Road Station shall be considered as successful tenderer.
26. If two or more bidders have quoted same amounts and the bid amount being the highest for the respective stations, then such bidders will be given an opportunity to furnish another sealed cover revising their financial bid, which shall be higher than the amount previously quoted.
- a. The revised financial bid shall be submitted by 15.00 hours next day after the financial bids have been opened. If the date to receive the revised financial bid is a holiday, then the next working date will be date for submitting the revised financial bid. The revised bid will be opened at 15.30 hours on the same day set for receiving the revised financial bid.
- b. In an event if again two or more bidders have quoted the same amount, then BMRCL will resort to an open auction among the same highest offers received and the bidder who then offers the highest amount will be declared as successful bidder. The auction will be conducted on the same day.

DRAFT LICENSE AGREEMENT

Subject: License for ATM SPACE at-----station

THIS AGREEMENT made this _____ day of _____ two thousand _____ between the Bangalore Metro Rail Corporation Limited, a jointly held company constituted by Government of India and Government of Karnataka and having its corporate office at 3rd Floor BMTC Building, KH Road, Shanthinagar, Bangalore 560 027 and represented by-----, Company Secretary, Bangalore Metro Rail Corporation Limited, Bangalore, hereinafter called the “BMRCL” of the one part, and _____ represented by _____ of the other part, hereinafter called the ‘Licensee’ (which term shallunless excluded by or is repugnant to the context, be deemed to include its heirs, representative successors and assigns of the Licensee).

WHEREAS BMRCL is entitled in ‘Law’ to grant license at its *Metro Stations* for the purpose of ATM space at the station premises so as to provide amenities and facilities to the passengers and visitors at Metro Stations and is in possession of space, more fully described in the “schedule of premises” hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to set up ATM at the MG Road Namma Metro Station on the terms & conditions mentioned hereunder;

AND WHEREAS the BMRCL is agreeable to grant the license;

NOW, THEREFORE, this indenture witnessed:

1. That the license for the said facility shall be valid for the period of **03 (three)** years from _____ to _____ unless terminated earlier on account of following:
 - (a) By giving 90 **days** notice in writing from either side without assigning any reason.
 - (b) Terminated by BMRCL on a short notice on account of un-satisfactory performance.
 - (c) For reasons more fully described in the General terms and conditions specified in the tender Document.
2. That in consideration, Licensee shall pay the BMRCL every month in advance by way of license fee on or before 5th day of English calendar a sum of Rupees ----- with an increase of 10% annually.
3. That in addition to the above said license fee, Licensee shall pay every month in advance a lump sum fee of Rs. 5000/-towards utilities provided like light and power connection (without Air conditioner) and general security and housekeeping. However, the Licensee shall provide a wastepaper basket near the ATM for use of their client. If air conditioner is installed for every one tonne capacity or part thereof an additional lump sum fee of Rs.5000/- per month shall be payable.
4. That the licensee shall pay all out goings and other taxes as leviable on licensee.
5. That the Licensee shall make payment of License fee etc. by demand drafts in favour of Bangalore Metro Rail Corporation Limited, payable in Bangalore.

Bid for License for ATM space at the MG Road Namma Metro Station

6. In case of default or delay in payment of license fees, for the first delay interest at 2 percent per month will be calculated on the outstanding amount. For the second default, the interest shall be calculated at 2.5 percent per month. The third default shall result in the termination of the contract.
7. That the Licensee shall furnish towards Security Deposit, a sum of _____ **(Rupees _____ only)** i.e. an amount equal to **06 months** license fee for the stations awarded by way of a demand draft in favour of Bangalore Metro Rail Corporation, Bangalore.
8. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, BMRCL may without prejudice to other rights and remedies shall be entitled to forfeit the Security Deposit or any part thereof. In such an event the licensee shall pay in the same manner as stated above such additional sum immediately as he may be called upon by BMRCL to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license BMRCL shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to the licensee, without interest.
9. That the Licensee shall deposit in Demand Draft _____ **(Rupees _____ only)** as Security Deposit towards **Electricity Charges** calculated for 6 months.
10. That the Licensee shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
11. That the Licensee shall have no objection for BMRCL to granting any other License for similar facility at the Station premises or adjacent to the space where the Licensee is rendering such services.
12. BMRCL shall provide bare space for the subject services and other facilities as mentioned in clause (3) above including partition to demark the ATM space shall be done by BMRCL within two weeks after the ATM is installed by the licensee. While BMRCL has a dedicated power source and backup generator, licensee can install an UPS at their cost in the space provided. If the licensee requires separate electricity connection, BMRCL shall permit the licensee at their own cost to apply with the Electricity Company and discharge the electricity charges directly to the Electricity Company.
13. For providing communication link to ATM, the tenderer shall in the first instance provide for leased line connectivity. In case the leased line connectivity is not feasible, VSAT connection may be considered, subject to availability of suitable space on terrace or some other location. The cables will have to be laid without defacing the interiors of the station premises and shall be done in consultation with BMRCL engineer. The cost of communication equipment and its installation shall be borne by the successful tenderer.
14. All the times during the currency of the license agreement, 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.
15. BMRCL reserves to itself the right to change the location of ATM described in the schedule of premises at any time and may at its discretion issue a notice to the Licensee to shift the ATM to an alternative space within the premises within such period as

Bid for License for ATM space at the MG Road Namma Metro Station

stated in the notice. In such a case, the Licensee shall be bound to shift the ATM within such time mentioned and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee due to such shift. If the licensee fails to shift the ATM to the alternative location within such time mentioned in the notice, BMRCL shall disconnect and remove the ATM for the location and store it elsewhere. The cost of disconnection and storage will be charged to the licensee.

16. The Licensee shall use the premises for the bona fide purpose as provided in the Agreement, more particularly described in the enclosed "schedule of premises", for the use of all passengers and bona fide visitors to the Metro Station and Officers and Staff of the Bangalore Metro Rail Corporation Limited, and for no other purpose.
17. The Licensee shall not erect or display any advertisement or signboards except the Bank logo within the ATM space and approved by BMRCL. A board not exceeding 3 x 2 feet size can be affixed within the ATM space provided only for display of information about using ATM and contact numbers of concerned bank personnel. The licensee shall also not distribute forms, Bank Schemes, publicity materials, information brochures and any kind of information brochure soliciting business or advertisement materials. They shall also not solicit/canvass business directly or in any other manner whatsoever. BMRCL shall remove all such materials/business activity without notice to the licensee and may also issue a notice for breach of the license conditions and also may proceed to terminate the contract.
18. In the event of any default, failure, negligence or breach, in the opinion of BMRCL on the part of the licensee in complying with all or any of the conditions of the license agreement, BMRCL shall be entitled and be at liberty to terminate the license forthwith and resume possession of the space allotted for ATM without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Licensee for due performance of Agreement.
19. BMRCL and the licensee further agree that they are bound by the 'General Terms and conditions'

(Signature)

Signed by Company Secretary,

,
Bangalore Metro Rail Corporation, Bangalore in the presence of :

Witnesses:

1)

2)

(Signature of the Licensee)

Signed by for and on behalf of _____ in

The presence of:

Bid for License for ATM space at the MG Road Namma Metro Station

1.SCHEDULE OF PREMISES Name of the Station- MG Road

1.	Space measuring	
2.	Location at	
3.	Purpose	ATM

GENERAL TERMS & CONDITIONS

The BMRCL hereby covenants with the Licensee as follows:

1. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the schedule space within the station premises during the license period.
2. License fee is payable in advance on monthly basis. Payment of license fee shall commence from the date the Notice to Proceed (NTP) is issued. The successful bidder shall pay the advance license fee within 10 days of receipt of the Notice to Proceed. If the NTP commences after the 1st of any month, then the license fee for that month shall be calculated on a pro-rata basis. However, subsequently the payment of license fee shall be made by the 5th day of each month.
3. In case of default or delay in payment of license fees, for the first delay interest at 2 percent per month will be calculated on the outstanding amount. For the second default, the interest shall be calculated at 2.5 percent per month. The third default shall result in the termination of the contract.
4. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Station Controller of the BMRCL.
5. In case ATM is not functional or not dispensing cash, and there are repeated complaints from the commuters, the licensee will be accordingly notified. If such complaints become too frequent and the ATM is not serving the purpose for which it has been permitted to be installed, BMRCL reserves the right to terminate the contract.
6. The licensee shall obey the various Central and State Govt. labour laws in force from time to time.
7. Any notice required to be served on the licensee under this agreement shall be deemed if delivered at or sent by Registered post to the licensee. Similarly, any notice to be given to the BMRCL under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the BMRCL. The period of notice given under this Agreement will count from the date of delivery (receipt of notice by either side).
8. Subject as herein before otherwise provided, all notices to be given on behalf of the BMRCL and all other actions to be taken on behalf of the BMRCL may be given or taken on behalf of BMRCL by the General Manager (Operations) or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Metro Station, by the General Manager (Operations) in respect of the Station under his charge.
9. The Licensee shall not, create a sub-contract of any description with regard to this license or any part thereof, nor shall assign or transfer his license or any part thereof.
10. The Licensee shall use the ATM space allotted only for the purpose indicated in this Agreement and for no other purpose whatsoever.
11. The facility shall be open during the operational hours or at any given time approved by the General Manager (Operations) BMRCL as per requirement of the station.

Bid for License for ATM space at the MG Road Namma Metro Station

12. The Licensee shall indemnify BMRCL from/ against any claims made or damages suffered by BMRCL by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
13. BMRCL shall not be responsible in any way for loss or damage by any means caused to the Licensee's ATM.
14. The Licensee shall not stock, sell, display, distribute or keep handouts or any other form of media/medium within the Schedule space allotted for the ATM or the Station premises. Any violation in this regard will be treated as a breach of the contract and the license will be revoked. BMRCL may allot a specific space for the licensee to affix their bank logo. BMRCL will also put up suitable signage to inform the general public the location of the ATMs.
15. Due to any strike or lockout either in the Station or for any other reason, the Licensee is unable to function or his business is affected, the BMRCL shall not be liable for any loss, which the Licensee may suffer in such an event. However, due to ban on visitors entry at the Metro Station and or due to natural calamities and due to declaration of the closure of the Metro Station for a period exceeding 15 days, then rebate shall be calculated on a pro-rata basis for the entire period of closure of the station.
16. On expiry of the license period or on termination of the license by the BMRCL on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Schedule space in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by BMRCL. Further, Licensee shall remove his/their goods and other materials from the Schedule space immediately, failing which BMRCL reserves its right to remove such goods/ materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, BMRCL shall be at liberty to dispose of the goods/ materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
17. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space to or in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
18. The licensee has to make payments to its employees, if engaged or outsourced, as prescribed under minimum wages act and as per all the related statutory provisions applicable thereto. And also the licensee/company/agency should ensure their registration with PF & ESI purposes and compliances of contract labour provision too.
19. All disputes and differences arising out of or in any way touching or concerning this Agreement shall be referred to the sole arbitration of a person to be appointed by the Managing Director of the BMRCL. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable.
20. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the BMRCL and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Bid for License for ATM space at the MG Road Namma Metro Station

21. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be Bangalore
22. Award letter is to be made as a part of License Agreement.

(SIGNATURE OF LICENSEE)

ANNEXURE 1

ACCEPTANCE LETTER

(To be detached and submitted by the tenderer along with Envelope 'A')

To
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, KH Road,
Shanthinagar, Bangalore 560 027

ACCEPTANCE OF BMRCL TENDER CONDITIONS

Sir,

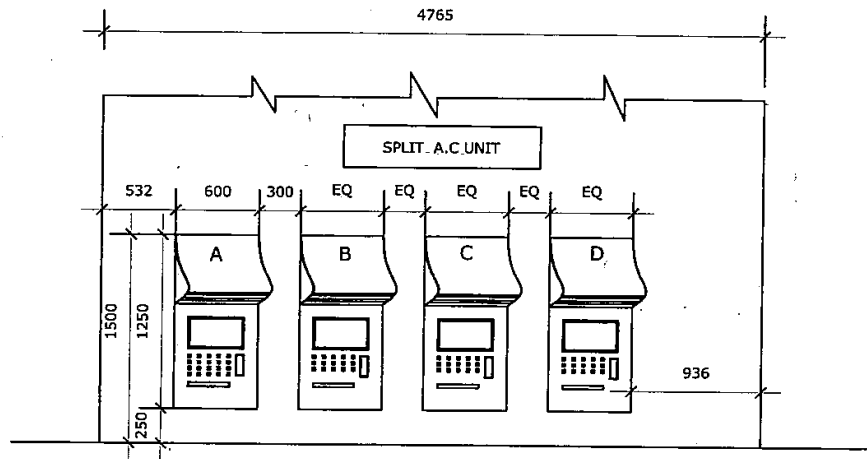
1. The tender documents for the service ATM at the MG Road Station has been sold to me/us by BMRCL or downloaded and I/we hereby certify that I/We have inspected the site and read the documents pertaining to License agreement and the General terms and conditions made available to me/us in the office of BMRCL, Bangalore, which shall form part of the agreement and I/We shall abide by the clauses/conditions therein.
2. I/We hereby unconditionally accept the tender conditions of BMRCL tender documents in its entirety for the above work/service.
3. It is noted that, it is not permissible to put any remarks/conditions in the tender enclosed in Financial Bid (Envelope B). In case, this is found to be violated after opening of financial bid I/We agree that the tender shall be rejected and BMRCL shall without prejudice to any other right or remedy be at liberty to forfeit the full earnest money absolutely.
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of BMRCL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any Officer of BMRCL asks for bribe/ gratification, I will immediately report it to the appropriate BMRCL in BMRCL.
5. The required earnest money amounting to Rs. ----- by way of Demand Draft No. -----Drawn on----- payable at----- is enclosed herewith in a separate cover In Envelope A (Technical Bid).

Yours faithfully,

(Signature of Tenderer with seal)

Date

Figure showing the dimension of ATM

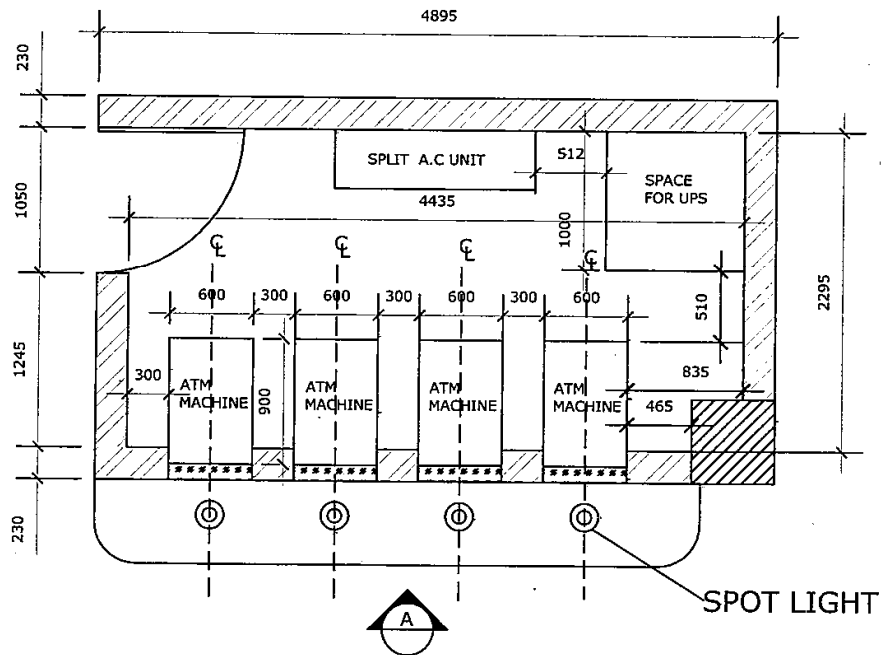


A & B HAS BEEN ALLOTTED TO
HDFC BANK IN PREVIOUS TENDER

C & D HAVE BEEN
PUT FOR TENDER

FRONT END

SCREEN , KEYBOARD , SLOT FOR CARD, SLOT FOR MONEY DISPENSER



BACK END

SPACE FOR MONEY LOADING

Appendix-ii (a)

Form of Financial Bid

Bangalore Metro Rail Corporation Limited

FORM OF TENDER for ATM space at

MG Road Station.

a)	Tender for	ATM
b)	Period of License	THREE YEARS
c)	Minimum Reserved License Fee	Rs.1,11,000/- per month per ATM space + Service tax (Rupees One lakh eleven thousand)
d)	Number of ATM at this location bid for	2
e)	EMD for both the ATMs	Rs.20,000/-(Rupees twenty thousand)
f)	Name & Address of the Banking Institution: (in block letters)	
g)	Name and address of the authorized signatory:	
h)	Offer of the license fee per ATM per month for first 12 (twelve) months Note: license fee shall be compounded by 10 % every year)	<p>ATM (1) Rs. (In words-----)</p> <p>ATM (2) Rs. (In Words-----)</p>

I/We have carefully read and understood the terms and conditions of the license as contained in Tender Documents issued by the BMRCL including the following:

1. Earnest Money Deposit of Rs.20,000 paid vide demand Draft No.-----dated and drawn on -----Bank for this station is liable to be forfeited by BMRCL if on award of license, I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time.
2. On account of non-acceptance of award or on account of non-completion of tender conditions within the prescribed time, I/We shall be debarred by BMRCL for further participation in the tenders at its Stations or at any other place under the control of BMRCL, for a period of three years, apart from the forfeiture clause in the tender document.
3. In case the documents submitted by my/our Bank along with tender are found inadequate/false/incorrect, the tender of my/our Bank will liable to reject without assigning any reasons. In addition, BMRCL reserves its right to forfeit the EMD of my/our firm, however in an event if the documents tendered are found to be forged or false my/our Bank shall be debarred from participation in the further tender of BMRCL.
4. BMRCL reserves itself the right to reject the conditional offer without assigning any reasons thereto.

Bid for License for ATM space at the MG Road Namma Metro Station

5. The BMRCL does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender.

Signature of the Tenderer _____

Name _____

Status _____

Address _____

Tel No (Office) _____

(Residence) _____

Mobile Number _____

APPENDIX iii

(To be furnished on the letter head of the Bank)

Statement giving the details of the ATMs in Bangalore city

Sl. No	Full address of the ATM
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	
23.	
24.	
25.	

Signature of the Tenderer

Name

Seal

APPENDIX iv

(To be furnished on the letterhead of the Bank)

(Statement mentioning the name of station bid for and the corresponding EMD details.)

Sl. No.	Name of the Station	EMD details
1.	MG Road station	

Signature of the Tenderer

Name

Seal