



RESPONSE TO PRE-QUERIES SUBMITTED BY BIDDERS ON TENDER FOR “ SELECTION OF CONSULTANT FOR GENERATING REVENUE FROM ADVERTISEMENT, NAMING OF METRO STATIONS AND OTHER ASSETS, CO-BRANDING PRODUCTS, RETAILING COMMERCIAL SPACE, SPONSORSHIP OF EVENTS”

SL. NO	QUERY	COMPLIANCE
1	<p>The pre-bid for the assignment is on 24th August and the submission date of the tender is 7th September.</p> <p>The time between pre-bid and final submission is too less for consultants to complete the due-diligence on the assignment. We request you to extend the submission date by 30 days post written response to the queries.</p>	<p>The Competent Authority has extended the last date for the submission of the bid to 30th September 2011 by 16.00 hours IST.</p>
2	<p>(a) What is the BMRCL intent behind the scope consisting of “sponsorship of events and event management and such other creative events” as these are expense and not revenue, in the opinion of the consultants?</p> <p>(b) Kindly clarify whether the ticketing or other direct revenue from such events will flow in the basket of revenue (of BMRCL) pertaining to this assignment.</p> <p>(c) These events are done for publicity and establishing a brand image in the market.</p>	<p>(a) It is clarified that revenue should be generated from the events sponsored. For example, if a sporting event is sponsored, revenue must be generated through advertisement rights/gate collection through sale of tickets etc.</p> <p>(b) Yes</p> <p>(c) Yes</p>
3	<p>Looking at the prime objective of the assignment we understand that BMRCL is looking for a media consultant which specializes in outdoor advertising and other OOH mediums and generate revenue through them.</p> <p>However, significant part of the assignment consists of assisting BMRCL in bid process management for advertising and retail space.</p> <p>Thus, we request revision of criteria(b) to: Successfully completed Bid Process Management for selection of developer/end user for retail/commercial space of not less than/100000 square feet in India in the last 5 years preferably for malls/airports/metro rail/rail authorities.</p>	<p>For the present scope of work BMRCL is looking for expertise in selling retail space and hence the condition for a consultant who has experience in marketing retail space and not commercial space. However, bidder who has experience in selling commercial space can also bid provided he meets the minimum criteria set for marketing retail space.</p>
4	<p>Viewing the objective of the Assignment. The technical criteria specified in clause 1.3 a & b shall be treated as essential while only one out of three criteria shall be made desirable from 1.3 c, d, e</p>	<p>Not acceptable</p>

5	<p>(a) The term client as specified in 1.3.1 says it should be a public sector or a public listed firm only. We request BMRCL to also include the private firms in the criteria.</p> <p>(b) Similarly in section 7.1.3 (page 58), “experience in branding undertaken” it is specified in the document that the client shall be a public listed FMCG firm? Please clarify the specific need of the public listed FMCG firm.</p> <p>(c) The criteria are too restrictive and shall be waived.</p>	<p>(a) The said section is modified to include and “like private Companies”. [Note to Clause 7.1.3 shall be substituted as follows: <i>the term “Client” wherever it occurs in (a) to (e) above and elsewhere in the bid document shall be either a public sector organization or a company listed in Stock Exchange of India or a Registered Trust or a Society organization or a private firm, having an annual turnover not less than Rs.200, 00,00,000/- (Rupees Two hundred Crores / Rupees Two Billion INR) in any of the last 5 years.</i>]</p> <p>(b) In page 58 under Experience in branding undertaken...” after the words “<i>public sector organization</i>’ the words <i>or a private firm having an annual turnover of Rs.200 (Two Hundred) Crores</i>’ is inserted.</p> <p>(c) Examined and not considered</p>
6	<p>BMRCL will be charge an interest on the mobilization advance given. The interest charge shall be waived as it will be a direct outgo from the consultant’s part. The mobilization advance shall be recovered as per actual.</p>	<p>Not acceptable. The Clause as specified is retained.</p>
7	<p>The prohibition clause after the termination is open ended. Please specify the activities that will not be allowed by BMRCL after the cessation of the contract.</p>	<p>As the nature of the contract is vast encompassing various activities the activities on which prohibition clause apply will depend upon the nature of contracts entered into and hence the prohibition clause can only be specified at the time of cessation of the contract.</p>
8	<p>The experience in key CV specifies that they shall an experience in licensing of retail spaces. Experience of leasing of retail/commercial spaces shall also be included in the same. Since the work will require significant input with respect to tendering of all the aspects, additional weightage should be given to the expert who will prepare the tender document.</p>	<p>This criterion is covered in the CV under manpower planning and hence separate weightage is not considered.</p>
9	<p>Please include leasing/licensing of retail and commercial spaces too.</p>	<p>BMRCL is interested in bidder’s experience in retail spaces and hence has deliberately not included commercial space.</p>
10	<p>Please specify the minimum and maximum area of retail/commercial spaces envisaged at various metro stations, so as to enable us to ascertain the quantum of work and quantum of revenue that can be generated from the same.</p>	<p>The consultant after prior intimation may visit all the six Stations locations and other assets of BMRCL and make an assessment.</p>
11	<p>The assignment is based purely on the success fee, however the general trend is Process fee + success fee, we request you to add a process fee, as mobilizing team will incur heavy investment.</p>	<p>No amendment is considered from the existing Clause.</p>
12	<p>If BMRCL on its own initiative has identified and has concluded the licensing terms without the consultant’s efforts, the commission shall be decided first hand? Will the work done will be added in the achieved target.</p>	<p>The work will not be added to the target, however if BMRCL engages the services of the consultant to manage the license terms, the fee for the additional services will be negotiated and considered in terms of clause 9.3.1.</p>

13	Assessment of the brand value of all the licensee will be very difficult task. The clause should be limited to the quantum of revenue generated vis-à-vis the potential.	The consultant is expected to make the assessment of the product mix that he considers would be suitable for BMRCL and on such products mix assess the market trend with reference to goodwill, license fee, terms of license, local laws to be adhered to by the licensee
14	The design layout shall not be in the scope of consultants. Consultants can recommend only on the usable area, access and utilities of the retail spaces to make it more marketable but the end user shall be given freedom to make a design layout of the retail outlet.	Design of the retail space is a critical aspect and the consultant should evaluate the design furnished by the licensee / BMRCL architects whether it matches the overall design of the station/assets of BMRCL. At the stations this is critical because the circulation area for the commuters should not be scarified. The design of retail space must add to the ambiance of the BMRCL property.
15	Consultants along with BMRCL shall determine all the terms and conditions of license before the issue of tender rather than after award of Bid.	The suggestion in the query is accepted and the clause is amended as under: <i>“The Consultant shall advise the terms and conditions of license before the tender document is finalized. However, BMRCL’s decision shall be final and binding. The licensing the Consultant on a regular reporting system to BMRCL shall manage the licensed items including but not limited to the monitoring the terms and conditions of the licensed item, the period of license.”</i>
16	While we appreciate that the consultants shall submit a report on the plans and achievement, the man hours spent by the key professional and the sub staff is not needed.	BMRCL will need the man hours spent to evaluate the work of the consultant.
17	Section 1.6 --Conflict of interest —If the bidder is not a part of any other bidder/consortium and is not directly or indirectly attached to any other bidder/consortium can he apply thru one of its group companies later for the assets of BMRC.	No. This conflict of interest
18	Further, once the above conflict of interest clause is satisfied please clarify and ensure that there shall not be any other clause in the RFP, creating ambiguity for the bidding process.	In view query (1) not being acceptable, (2) is not applicable.
19	Please clarify that the real estate lying in the catchment area is part of BMRCL assets, which is part of the scope of Consultants work for revenue generation from the non ticketing sources?	Under Scope of work at II it has been specially mentioned, <i>“In any proposed joint venture property development projects of BMRCL, BMRCL may entrust to the consultant licensing of retail outlets and if so it shall be at the same terms and conditions”</i> .
20	Is there a cap on member participation except 34% of the lead member ?	No.
21	If any of the consortium members have defaulted in past 3 years, can they submit a clarification and apply?	If there is a default, then they cannot apply.
22	What if the lead partner is a 1 year old company but has done a takeover/JV/merger with a company that had credentials in the domain before the takeover/JV/merger?	In the circumstance explained, the lead partner would be qualified provided the company merged/take over has the required number of years of experience.

23	Bidder has not been clearly defined, which means Consortium or partner in the consortium or the lead partner? Please clarify who all include as “ Bidder”	Bidder means all national and international registered Companies. Bidders can also be a Joint Venture (JV)/consortium. However the Consortium members shall nominate a lead member. Please see Clause 1.2																														
24	Can the time duration of Consultancy be increased to 10 years? In the interest of long term revenue generation to B MRCL (in terms of couple of 5 years)	No																														
25	Does bidder qualify if the bidder has aggregate of five years experience taking into account of all consortium or JV Members?	The respective consortium members must have the qualifying years of experience under their respective scope of work as per the MOU between the consortium partners.																														
26	We need an extension of last date of submission at least by a month because of participation of international consortium partners.	The Competent Authority has extended the last date of the submission of bid to the 30th of September 2011 by 16.00 hours IST.																														
27	What are all the activities to form the scope of branding?	The consultant is to advise the areas available for branding/co-branding to raise revenue for BMRCL																														
28	How should the bid be submitted? Courier, speed post or in person?	The Bids must be addressed to: The Managing Director Bangalore Metro Rail Corporation Limited, 3rd Floor, “BMTC complex” Shantinagar, Bangalore 560 027. It could be handed over in person or sent by Courier/speed post. However, BMRCL will not be responsible if the cover is delivered in mutilated condition, or the seal opened. The Bidder must ensure that the covers, if sent by courier or speed post are well secure.																														
29	How much of area is available for leasing to retail and food & beverage concessionaires at the stations?	It is for the Consultant to advise the on the retailing of space for specific products after assessing the space at the stations and other assets.																														
30	What is the phase wise opening schedule of all stations/lines in the coming 8 years.	<p>Approx details are:</p> <table border="1"> <thead> <tr> <th>Line</th> <th>Distance covered</th> <th>Expected date of opening.</th> </tr> </thead> <tbody> <tr> <td>Reach-1</td> <td>Cricket Stadium – Baiyappanahalli (7 km);</td> <td>October 2011</td> </tr> <tr> <td>Reach-2</td> <td>Leprosy Hospital to Mysore Road Terminal (6.3 km);</td> <td>March 2013</td> </tr> <tr> <td>Reach-3</td> <td>Swastik to Yeshwanthpur (5.1 km);</td> <td>December 2012</td> </tr> <tr> <td>Reach 3a</td> <td>Yeshvanthpur to Peenya (4.8 km);</td> <td>December 2012</td> </tr> <tr> <td>Reach 3b</td> <td>Peenya Village to Hessarghatta Cross (2.5 Km);</td> <td>March 2013</td> </tr> <tr> <td>Reach-4</td> <td>K.R. Road to R.V. Road End (4.4 km);</td> <td>March 2013</td> </tr> <tr> <td>Reach 4a</td> <td>R.V. Road End to Puttenahalli Cross terminal (3.9 km);</td> <td>March 2013</td> </tr> <tr> <td>UG 1</td> <td>Swastik to K.R.Road (4.0 km)</td> <td>December 2013</td> </tr> <tr> <td>UG 2</td> <td>Cricket stadium to Leprosy hospital (4.8 km).</td> <td>December 2013</td> </tr> </tbody> </table> <p><i>Note: Other than Reach 1 opening dates at other reaches may vary from 3-6 months from the months indicated.</i></p>	Line	Distance covered	Expected date of opening.	Reach-1	Cricket Stadium – Baiyappanahalli (7 km);	October 2011	Reach-2	Leprosy Hospital to Mysore Road Terminal (6.3 km);	March 2013	Reach-3	Swastik to Yeshwanthpur (5.1 km);	December 2012	Reach 3a	Yeshvanthpur to Peenya (4.8 km);	December 2012	Reach 3b	Peenya Village to Hessarghatta Cross (2.5 Km);	March 2013	Reach-4	K.R. Road to R.V. Road End (4.4 km);	March 2013	Reach 4a	R.V. Road End to Puttenahalli Cross terminal (3.9 km);	March 2013	UG 1	Swastik to K.R.Road (4.0 km)	December 2013	UG 2	Cricket stadium to Leprosy hospital (4.8 km).	December 2013
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31	Is there some sub sections missing in clause 1.14.4 (b)?	No
32	“The bidder should have serviced for a minimum of 2 clients with minimum aggregate rentals of Rs. 2 Cr per annum “ – can it be read as “ minimum aggregate income from rental and/or revenue share of Rs. 2 Cr per annum” ?	The clause has to read as minimum aggregate income from rental or revenue share from rental income of Rs.2 Crores per annum.
33	Only 1 original set of bid documents is to be submitted or we need to submit any photocopy set/s of the bid documents as well?	Yes
34	When is the power of attorney for the consortium to be submitted?	Please refer Clause 1.15.3
35	Is the minimum net worth of Rs. 20 Cr applicable on individual consortium members or for the whole consortium?	It has been clarified that the net worth in respect of consortium/joint venture should be the weighted average.
36	Confidentiality clause should be applicable to both the parties.	Yes the clause as it exist provides for the same
37	Similar clause should be there for the proprietary data supplied by the consultants.	Examined and not considered
38	Please specify the exact type and value of insurance required?	The minimum insurance to be obtained is: 1. Professional indemnity (2) Commercial General Liability (CGL) (2) Workmen compensation.
39	The extent of Insurance coverage is not clear?	Depending on the man and equipment that the consultant brings with him for the consultancy work, he must have sufficient insurance coverage.
40	In the event of default of the Consultant, Bangalore Metro Rail Corporation Ltd should be entitled to forfeit only the amount of Performance Security proportionate to the services already rendered by the Consultant.	Examined and not considered.
41	These clauses related to Force in majeure seems to be in conflict to each other.	No they are not in conflict
42	The Consultant should be given permission to use BMRCL name under Clint’s list for the purpose of sending proposals to the prospective/existing clients.	The Consultant selected can refer to BMRCL in their list of references.
43	Please clarify the meaning of aggregate turnover of Rs.50 Crs. Is it the total of the preceding three years or average of the preceding three years?	Total for 3 (Years)
44	The consortium members have to sign the contract in their individual capacity or the lead member can also sign the contract on behalf of the consortium.	All members of the Consortium have to sign
45	Will there be any participation by BMRCL in equity or board composition or on any committee of the Special Purpose Company formed by the Consortium?	No
46	Interest of Mobilization advance should not be charged as bank guarantee would be furnished.	No. The condition as per the clause cannot be changed.
47	The cross reference under sub-clause (ii) of clause 1.30 is incorrect.	The clause is corrected and the correct Clause is 1.35

48	Prohibition during the term of the contract not to engage in any business/professional activities which would conflict with the activities. What is the meaning of conflict with the activities here? Does that mean that we cannot take up similar project during the tenure of the Contract?	The clause is self explanatory and hence no clarification is required.
49	Clause 3.1-should be added- All payments shall be released within 15 days from the date of invoice/debit note. A service charge of 1.5% pm shall be charged by the consultant for the payments released beyond 15 days from the date of invoice/debit note.	Clause 9.8 specifies the mode of payment and hence no change is required.
50	The success fee/commission – revenue share shall be paid to the bidder on monthly basis starting from the end of 1 st month of running of the retail or food & beverage store?	The revenue share shall be paid starting from the end of the first month from the commencement of revenue in terms of the contract.
51	Will the cost of organizing any market research, events and related cost be borne by BMRCL?	No
52	Is there any limit to which Bangalore Metro Rail Corporation Ltd can on its own initiative identify and conclude concession without involving the consultant? Every revenue generating opportunity within the scope of work as per the RFP should ideally be routed through the consultant and not taken up by BMRCL on its own.	There is no limit for BMRCL to identify and conclude concession without involving the consultant. However, the terms of 9.3.1 has to be read along with this clarification.
53	Is it L1 or H1 for the winner?	L1 please read Clause 8.2 for clarity.
54	The consultant shall be appointed for 8 years. What is the provision for increase in revenue share % (success fee/commission) after year 1, up to year 8?	The percentage of success fee quoted by the successful bidder and accepted by BMRCL shall be constant for the period of the contract.

END OF QUERY