

BANGALORE METRO RAIL CORPORATION LIMITED
(A Joint Venture of Government of Karnataka and Government of India)



REQUEST FOR PROPOSALS

(RFP NO.BMRCL/O&M/MCR/2/2010)

DATED 27.11.2010

FOR THE CONSULTANCY ASSIGNMENT:

**Marketing Commercial Rights of BMRCL
for generating Revenue from advertisement, naming,
branding, retail, sponsorship and events**

**Bangalore Metro Rail Corporation Limited
3rd Floor, BMTC Complex, K.H. Road,
Shanthinagar, Bangalore - 560 027
Karnataka, India.**

**Telephone: 080 2296 9300
080 2296 9301
Fax: 080 2296 9222**

**EMAIL: bmrcl@dataone.in
Web Site: www.bmrcl.co.in**



BANGALORE METRO RAIL CORPORATION LIMITED

**REQUEST FOR PROPOSALS
(RFP NO.BMRCL/O&M/MCR/2/2010)
DATED 27.11.2010**

FOR THE CONSULTANCY ASSIGNMENT:

**Marketing Commercial Rights of BMRCL
for generating Revenue from advertisement, naming,
branding, retail, sponsorship and events**

**3rd Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore-560 027**

Telephone: 080 – 2296 9300 /9301

Fax: 080 – 2296 9222





BANGALORE METRO RAIL CORPORATION LTD.

(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: bmrci@dataone.in Web site: www.bmrc.co.in

RFP No: BMRCL/O&M/MCR/2/2010

Dated: 27.11.2010

Sealed Tenders are invited for "Consultancy Assignment for Marketing Commercial Rights of BMRCL for generating Revenue from advertisement, naming, branding, retail, sponsorship and events" from Indian and International Consultants, either by themselves or as a joint venture/consortium, through International Competitive Bidding (ICB).

Tender No.	Name of the work	Cost of Tender document	Sale of Tender Documents	Last Date & time for submission of Tenders
BMRCL/O&M/MCR /2/2010 DATED 27.11.2010	Consultancy Assignment for Marketing Commercial Rights of BMRCL for generating Revenue from advertisement, naming, branding, retail, sponsorship and events	Rs.25,000	27.11.2010 to 11.12.2010 (Between 11.00 A.M. & 5.00 P.M.- IST)	07.01.2011 (from 11.00 A.M. to 3.00 P.M. (IST))

Note:

1. Last date for submission of queries by tenderers – 18.12.2010
2. Pre-bid meeting will be held on 20.12.2010 at 3:00 P.M. (IST) in BMRCL office.
3. The tender document will be available for sale from 11.00 A.M. to 5.00 P.M. on all working days from 27.11.2010 to 11.12.2010
4. The tender document can be obtained from the registered office of BMRCL, Bangalore on a non refundable payment of Rs 25,000/-(Rupees Twenty five thousand only) or through Demand Draft or Pay Order in favour of "Bangalore Metro Rail Corporation Ltd" payable at Bangalore.

Further details will be available on web site: www.bmrc.co.in from 27.11.2010.



(Anil B. Shedbal)

Company Secretary & General Manager

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section 1	A. Letter of Invitation	3
	B. Information to Consultants (ITC)	4
	C. Data Sheet	13
Section 2	Prequalification Proposal – Standard Forms	21
Section 3	Technical Proposal – Standard Forms	26
Section 4	Financial Proposal – Standard Forms	37
Section 5	Terms of Reference	42
Section 6	Standard forms of Contract Agreement for Consultant's Services	50
	I Form of Contract	53
	II General Conditions of Contract	55
	III Special Conditions of Contract	68
	IV Appendices	70



SECTION 1.
A. LETTER OF INVITATION

Bangalore
27th November, 2010

Bangalore Metro Rail Corporation Limited (BMRCL) invites Proposals to provide "Consultancy Services in Marketing commercial rights of BMRCL for generating revenue from advertisement, naming, branding, retail, sponsorship and events".

1. More details on the Services are provided in the attached Terms of Reference.
2. A consultant will be selected as per the selection criteria as detailed in Data Sheet.
3. The RFP includes the following documents:

Section 1 - Letter of Invitation, Information to Consultants and Datasheet

Section 2 - Prequalification Proposal - Standard Forms

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract Agreement.



B. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Bangalore Metro Rail Corporation Limited, (hereafter referred to as BMRCL), a Joint Venture of Government of India (GoI) and Government of Karnataka (GoK), established as an SPV for implementation of Bangalore Metro Rail Project will select a consultant for marketing commercial rights of BMRCL for generating Revenue from advertisement, naming, branding, retail, sponsorship and events as per the selection criteria detailed in the Data Sheet.
- 1.2 The consultants are invited to submit a Prequalification Proposal, Technical Proposal and a Financial Proposal, as specified in the Data Sheet for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for a signed contract with the selected Consultant. Interested Consultants, Indian and International, may apply for pre-qualification as sole Consultants, or as joint venture, partnership or consortium (group). It will, however, not be permitted to tender for the same contract in their own name and at the same time as part of a joint venture, partnership or consortium. Such members along with others will be jointly and severally responsible. They shall be evaluated for their particular roles, of participation, experience and capabilities. Any change in a pre-qualified joint venture, will be subject to the written approval of the BMRCL prior to the deadline for submission of Tenders. Such approval may be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements (ii) the new partners to a joint venture are not qualified, individually or as another joint venture; or (iii) in the opinion of BMRCL, a substantial reduction in competition may result. **JV/Consortium shall be maximum of Four members.** In respect of JV/Consortium, Data should be given in format at 2C along with Prequalification Proposal.
- 1.3 BMRCL possesses commercial rights and may come to possess in future, several more commercial rights. Marketing each such commercial right or each group of similar commercial rights forms an assignment. Since, there are several commercial rights, there shall be several assignments. Each such assignment includes several phases, the performance of the consultant under each assignment and each phase of the assignment must be to the BMRCL's satisfaction before work begins on the next assignment or next phase of an assignment. In this regard, may please see "Schedule for Completion of Tasks" under TOR.
- 1.4 The consultants must familiarize themselves with Bangalore Metro project, the local conditions and take the same into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the BMRCL before submitting a Proposal, and to attend a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultant's representative should contact the official named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that the official is advised of the visit in advance to allow them time to make appropriate arrangements.



- 1.5 BMRCL will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal including visits to BMRCL are not reimbursable as a direct cost of the Assignment; and (ii) BMRCL is not bound to accept any of the Proposals submitted.
- 1.7 BMRCL expects consultants to provide professional, objective, and impartial advice and at all times hold the BMRCL's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the BMRCL.
- 1.8 Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

However, the consultants may be hired for downstream work, when continuity is essential, as indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the BMRCL whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

- 1.9 It is BMRCL's policy to require that consultants observe the highest standard of ethics during the execution of the contracts. In pursuance of this policy, the BMRCL:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BMRCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMRCL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (d) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded BMRCL-financed contract if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a BMRCL -financed contract; and
- (e) will have the right to require that, BMRCL to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BMRCL



2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the BMRCL's address indicated in the Data Sheet. The BMRCL will respond by paper mail or electronic mail to such requests.
- 2.2 At any time before the submission of Proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Such addenda shall be published in the BMRCL website: 'www.bmrc.co.in' only and communicated to all who have procured the tender forms. BMRCL may at its discretion extend the deadline for the submission of Proposals through publication in the newspapers, if such extension is before last date of sale of blank tender documents and if such extension is after the last date of sale of blank tender documents, by informing only to the tenderers who have purchased the blank tender documents.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit Proposal in English language only as specified in the Data Sheet.

Prequalification Proposal

In preparing the prequalification proposal consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal. The prequalification proposal shall accompany a DD for Rs.5 lakhs towards Earnest Money Deposit. Please see Para 8.2 (2) in this regard.

While preparing the prequalification proposal particular attention should be given to ensure that 'yes' or 'no' is appropriately mentioned for each criteria mentioned in the format given at 2B. If any item is left blank without filling either 'yes' or 'no', then for that item it shall be taken as 'no'.

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.



- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) The requirement regarding key professional staff is given in the Data Sheet. The phases in each assignment and the suggested timeline is also given in the ToR. The proposal shall, however, be based on the number of key professional staff-months estimated by the Consultant based on the Consultant's methodology, phases in the methodology and the estimated timelines.
 - (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relationship with it.
 - (iii) Proposed key professional staff must have minimum experience indicated in the Data Sheet.
 - (iv) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (v) Reports to be issued by the consultants as part of this assignment and all correspondence shall be in English language. The personnel in the consultants firm, interacting and working on the BMRCL's assignment should have working knowledge of English language.
- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and the facilities to be provided by the BMRCL (Section 3C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
 - (iv) The requirement in respect of key professional staff team and their timing (Section 3E).
 - (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
 - (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out a typical Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).



(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. It may be noted that the main objective is generation of non-ticketing and other than property-development revenue i.e. generation of revenue from exploitation of commercial rights of BMRCL. This directly depends on the sponsorship and brand related expertise, exposure, experience, and marketing skills of the team that is deployed and the quality time that the team devotes in a creative way for such work. The team needs to study the commercial rights, come up with ideas to exploit such rights, evaluate their worth through alternative models of exploitation, and groom the commercial rights in a manner that it enhances the value of the rights over a period time and results in creation of great brands of proven and market tested utility. Therefore the revenue of the consultant shall be the "success fee" as a percentage of the revenue stream that the consultants are able to generate. The financial proposal therefore should quote the "success fee" that they would charge in terms of percentage of the revenue generated. The term revenue will mean the gross revenue that BMRCL receives, from the Rights Partner/s under the Rights Agreement/s generated on account of the efforts of the consultants.

3.6 The consultants may further note that free furnished office accommodation would be made available to the consultants staff by BMRCL, as per Clause 10.6 of the Data Sheet. However, no salary reimbursements of Consultant's people working on the BMRCL assignment or any other reimbursement shall be borne by BMRCL. As a matter of abundant clarity it is clarified that no payment shall be paid by BMRCL to the consultants, except the "success fee" cited above.

3.7 Consultants shall express the price of their services in Indian Rupees only.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. BMRCL will make its best effort to sign the agreement within this period. If BMRCL wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Prequalification Proposal, Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in ink. It shall contain no inter-lineation or



overwriting, except as necessary to correct errors made by the Consultant . Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

- 4.2 An authorized representative of the consultant shall initial all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, the bidder should prepare and submit only one Original Copy. Each Prequalification Proposal, Technical Proposal and Financial Proposal should be marked "**Original**". No copies are required.
- 4.4 The Prequalification Proposal shall be placed in a separate sealed envelope clearly marked "Prequalification Proposal". Similarly, Technical Proposal shall be placed in a separate sealed envelope clearly marked "Technical Proposal." The Financial Proposal shall be placed in a separate sealed envelope clearly marked "**Financial Proposal**". The three envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 4.5 The completed Prequalification Proposal, Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened. Tender once submitted cannot be modified / withdrawn
- 4.6 After the deadline for submission of proposals the Prequalification Proposal shall be opened immediately by the Tender Opening committee. The Technical Proposal and the Financial Proposal shall remain sealed and deposited with BMRCL, under safe custody, until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the BMRCL on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the BMRCL in the BMRCL's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

For the proper evaluation of the proposal, at any stage if clarifications are found to be necessary, BMRCL may at its discretion ask for such clarifications.

The evaluation is done in three stages viz prequalification stage, technical stage and the financial stage. The tenderer progresses from one stage to another only if he clears the previous stage i.e. only those tenderers who qualify in the prequalification stage progress to the technical stage and only those who qualify in the technical stage progress to the financial stage.



Further, the evaluation committee appointed by BMRCL evaluates the Prequalification, Technical and the Financial proposals, each separately as mentioned herein below, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. The evaluation committee's recommendation at each of the three stages, shall be submitted to the Managing Director, BMRCL. The Managing Director, may accept the recommendation or reject the same. In case of rejection, he shall record reasons for rejection.

- 5.2 Evaluators at Prequalification stage shall have no access to the Technical Proposals until the prequalification evaluation, including its approval by competent authority is obtained. Likewise, the evaluators of Technical proposal shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Public Opening of Prequalification Proposals and its Evaluation

- 5.3 The Prequalification Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The BMRCL shall keep record of the public opening.

A proposal shall be rejected at this stage if it does not respond to the minimum criteria stipulated. If a tenderer does not fulfill the minimum criteria prescribed, he shall be disqualified. On such disqualification, his bid document shall not be considered further for technical evaluation, including allocation of points etc., and the technical package and the financial package will not be opened.

Opening of Technical Proposals and Evaluation

- 5.4 The Technical Proposals shall be opened by the Tender Opening Committee in respect of tenderers who have qualified in the prequalification stage.

A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Each responsive proposal, which has cleared the Prequalification Stage, which meets the minimum criteria, shall be given a technical score.

Public Opening of Financial Proposals and Evaluation

- 5.5 After the evaluation of Technical proposals is completed, BMRCL shall notify the consultants that have secured the minimum qualifying points, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than 7 days after the notification date. The notification may be sent by paper mail, fax, or e-mail or telephonic intimation to the Consultant's representative. BMRCL shall not notify those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the RFP and Terms of Reference and their Financial Proposals will remain unopened.



- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. BMRCL shall keep record of the public opening. The name of the Consultant, the Technical score, the proposed percentage of Success Fee by each consultant, shall be read over aloud, when the Financial Proposals are opened. However, the Financial evaluation shall be done separately by the evaluation committee appointed by BMRCL, in accordance with the evaluation criteria mentioned in the Data Sheet.

FINAL EVALUATION, RANKING AND SELECTION OF THE CONSULTANT

- 5.7 The Evaluation Committee shall take into consideration the score in the Technical Proposal with a weightage of 80% and the score in the Financial Proposal with a weightage of 20% and shall make a combined evaluation to determine the combined scores of each offeror and also the rankings, based on such score and determine the L1 offeror. This is further explained in "Evaluation Criteria" in the Data Sheet.

The recommendation of the Evaluation Committee for selection of the L-1 offeror as consultant, shall be submitted to the Managing Director. The Managing Director may accept or reject, and in case of rejection shall record reasons therefor.

6. AWARD OF CONTRACT

- 6.1 The contract will be awarded to the L1 offeror.

The consultant is expected to commence the Assignment as specified in the Data Sheet.

7. CONFIDENTIALITY

- 7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the successful Consultant has been notified that it has been awarded the contract.

8. GENERAL

- 8.1 Please note/ensure:

- Tender document is not transferable.
- The tender form shall be legibly written or typed quoting all in words as well as figures duly signed by tenderer with Seal of the Consultant.
- All pages shall be signed, corrections neatly scored out and initialed.
- Conditional tenders are liable to be rejected summarily. A tender, which is incomplete and imbalanced shall be rejected.
- Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.



- BMRCL reserves the right to reject any bid without assigning any reasons thereof, in the interest of the Project. No tenderer shall have any cause of action or claim against BMRCL for rejection of his bid.

9. KEY DETAILS

1.	Blank Tender Document fee (Non refundable)	Rs.25,000/- This should be paid by DD in the name of BMRCL, Bangalore, payable at Bangalore. The blank Tender Documents can be purchased at the BMRCL office during office hours from 10.00 AM to 5.00 PM from November 27, 2010 to December 11, 2010, by making payment through DD for Rs. 25,000/-
2.	Earnest Money Deposit (EMD) (Refundable immediately after award of the tender or 90 days whichever is later)	Rs. 5.00 lakhs (A DD for Rs. 5.00 lakhs shall be enclosed along with the prequalification proposal and placed in the cover marked "Prequalification Proposal".. The DD shall be drawn in the name of BMRCL, Bangalore, payable at Bangalore. If prequalification proposal is received without the requisite DD therewith, the tender shall be rejected)
3.	Address for submission of Tender document	The Managing Director, Bangalore Metro Rail Corporation Limited, 3 rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore-560 027.
4.	Last date for submission of queries by Tenderers	18.12.2010 upto 5.00 PM
5.	Last date and time for submission of Tender Document	January 7 th 2011 upto 3.00 PM
6.	Date and time of opening of Tenders	January 7 th 2011 at 3.30 PM



C. DATA SHEET

10. Information to Consultants

- 10.1 The name of the Client is: **Bangalore Metro Rail Corporation Limited**
- 10.2 A prequalification technical and a Financial Proposals are requested : YES
- 10.3 **The name, objectives and description of the Assignment are:**

Name: Consultancy assignment for Marketing commercial rights of BMRCL for generating Revenue from advertisement, naming, branding, retail, sponsorship and events.

Objective: The Company is looking for Consultants with international and also local experience, preferably having successful work experience with Metros, who can identify, evaluate the various metro commercial rights and market such rights and generate maximum revenue for the Company, within the policy framework of BMRCL. Consultants should be adept at identifying the commercial rights, their evaluation, coming up with new ideas, and conceptualization of such ideas into marketable products. They should market such products and also help BMRCL in carrying through the tendering process in a transparent way, in compliance of the transparency laws, and then ensure that the stakeholders i.e. both BMRCL and the brand who buys such commercial rights, get optimum benefit of the commercial rights, resulting in mutual growth and enhancement of mutual brand values.

It may be noted that the main objective is generation of revenue from the commercial rights of BMRCL. This directly depends on the sponsorship and brand related expertise, exposure, experience, and marketing skills of the team that is deployed and the quality time that the team devotes in a creative way for such work. The team needs to study the commercial rights, come up with ideas to exploit such rights, evaluate their worth through alternative models of exploitation, and groom the commercial rights in a manner that it enhances the value of the rights over a period time and results in creation of great brands of proven and market tested utility.

Description: BMRCL possesses commercial rights and may come to possess in future, several more commercial rights. Identification, Creation, Nurturing and Marketing each such commercial right or each group of similar commercial rights forms an assignment. Since, there are several commercial rights, there shall be several assignments. Each such assignment includes several phases, the performance of the consultant under each assignment and each phase of the assignment must be to the BMRCL's satisfaction.



10.4 The Assignment is phased : YES

The Consultancy, in case of each commercial right or a group of commercial rights, sought to be marketed for revenue generation, normally consists of the following phases:

- **Design Partnership Platforms and Valuation Phase**
 - Strategy and architecture
 - Valuation and test
 - Revenue estimation and pre-sales plan
- **Preparation of the 'Sales Phase'**
 - Training
 - Communication Plan
 - Sales Action Plan
- **Sales Phase**
 - Hold sales meetings
 - Negotiations and contacts
 - Activation

10.5 A pre-proposal conference will be held: YES on 20.12.2010 at 3 P.M. at BMRCL Office.

The name, address, and telephone/number of the BMRCL's Contact Official is:

Shri Anil B Shedbal, Company Secretary & General Manager,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, K.H.Road, Shanthinagar,
Bangalore-560 027.

Tel No.: 080-22969251

10.6 BMRCL will provide the following inputs:

- i) The BMRCL shall provide all the information about Bangalore Metro Rail Project, which would be necessary for the consultant to formulate revenue generating concepts and its implementation, as approved by BMRCL.
- ii) BMRCL will provide free furnished airconditioned accommodation, preferably at its office. Furniture shall include only tables, chairs, PCs, Printers, internet facility and the plug points etc. for usage of electronic equipments.

10.7 BMRCL envisages the need for continuity for downstream work : YES

Downstream work shall mean, work related to assignments which were completed and implemented by the consultants, during the subsistence of the consultancy contract, but whose term (term of such assignments) extends beyond such consultancy contract period.

10.8 The clauses on fraud and corruption in the contract are Sub-Clause 1.9 of "Information to Consultants".



- 10.9 Clarifications may be requested upto one day prior to pre-proposal conference
The address for requesting clarifications is:

Company Secretary & General Manager,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore-560 027.

- 10.10 Proposals should be submitted in English language

- 10.11 The minimum required experience of proposed key professional staff is:

Key professional staff consisting of at least 1 from the top management and atleast another 2 executives of the consultant's firm/organization, who should devote the required man-hours towards the BMRCL consultancy should have experience in the following:

-Sponsorship management, sponsorship activation, sponsorship evaluation, sponsorship valuation, sponsorship Return on investment, corporate consulting, consulting, business development, research, property consulting, business consulting, property evaluation and analysis, sponsorships rights and contract negotiations, brand management and analysis, brand evaluation, project modeling and project management, Metro non ticketing rights management, naming rights experience, naming rights management and implementation, long term management of naming rights, property and asset management, advertising and media management, exploitation of non ticketing assets, etc.

The top management executive mentioned above should have a minimum of 10 years' experience in the above fields, a minimum of 3 years' international experience. The other senior executives individually should have a minimum of 5 years' experience, including 2 years' of international experience and together, they should have experience in all the fields mentioned above.

Reports which are part of the assignment must be written in English language.

- 10.12 Training is an important feature of this Assignment: YES

The consultant shall train 3-4 officials of BMRCL in servicing the stakeholders to whom commercial rights have been sold, to ensure that such stakeholders get what has been promised to them by BMRCL.

- 10.13 Proposals must remain valid until March 2011 or further extended by mutual consent.

- 10.14 Consultants must submit one Original Copy of the proposal. No copies are required.

The information on the outer envelope should also include:

"Tender for Consultancy Assignment for Marketing BMRCL's Commercial Rights"



10.15 Proposals must be submitted no later than the following date and time:

January 5th 2011

10.16 The address to send information to BMRCL is:

The proposal submission address is:

The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTCL Complex,
K.H. Road, Shanthinagar,
Bangalore-560 027.

10.17 EVALUATION CRITERIA

PREQUALIFICATION EVALUATION

The following are the prequalifications requirements:

- 1) Should have experience of atleast in one Naming Rights project.
- 2) Atleast 10 years' minimum experience in sponsorship, out of which, 5 years should be international experience.
- 3) In the domestic sponsorship experience, should have sold or serviced or both a minimum of 10 brands with a cumulative value of not less than Rs. 20 crore and in the international experience, should have handled atleast 5 brands with a cumulative value of not less than Rs 10 crore. Cumulative value shall mean the total amount in terms of Rupees earned by the Commercial Rights holder on account of the efforts of the Consultants through sponsorship.
- 4) Should have atleast one office in India and atleast one office abroad.
- 5) Should have a minimum of 100 total employees worldwide, of which, atleast a minimum of 15 in India.
- 6) Should have atleast one worldwide deal sold or serviced or both i.e. for not less than 3 years in each case, with a annual value of not less than Rs 2 crore in the last two years. Annual value shall mean the total amount in terms of Rupees earned in one financial year by the Commercial Rights holder on account of the efforts of the Consultants through the worldwide deal.
- 7) Should have atleast 1 domestic deal sold or serviced or both i.e. for not less than 2 years , with a annual value of not less than Rs 50 lakhs in each of the last two years. Annual value shall mean the total amount in terms of Rupees earned in each financial year by the Commercial Rights holder on account of the efforts of the Consultants through the domestic deal/s.
- 8) Should have a minimum of 50 Sponsorship/events worldwide including India in the last one year.
- 9) The turnover of the company exclusively from sponsorship and/or events should be Rs.50 lakhs per annum in each of the last five years.



In order to prequalify, the tenderer should atleast fulfill 7 out the above 9 criteria, including criteria No.1, which is compulsory. If a tenderer does not fulfill atleast 7 out of 9 criteria prescribed above, he shall be disqualified. On such disqualification, his bid document shall not be considered further and the technical package and the financial package will not be opened.

TECHNICAL EVALUATION

The number of points to be given under each of the evaluation criteria are:

In respect of those consultants, who qualify at the Prequalification Stage, shall be subjected to further technical evaluation on points basis as below:

Sl. No.	Criteria prescribed	Points for fulfilling the minimum criteria	Additional points for qualification above the minimum criteria	Total maximum points	Documentary Proof Required
1.	Experience in Naming Rights projects - Minimum 1 project	10	10 points for 1 successful Naming Rights Project with Metro Rail entity. (This should be an additional project)	20	A testimonial from the Rights holder on its letter head duly signed by the authorized signatory.
2.	Methodology and Work-plan for performing the assignments. (Points to be assigned by BMRCL, on comparative assessment)	10		10	Description of the methodology and work-plan for performing the assignment as given by the Consultant in Form at 3D.
3.	Sponsorship experience - Minimum 10 years, out of which, atleast 5 years international experience.	5	1 point for every additional years experience, over and above 10 years, with a maximum of 5 points	10	Consultant's references given by the Consultant as required under 3B.



Sl. No.	Criteria prescribed	Points for fulfilling the minimum criteria	Additional points for qualification above the minimum criteria	Total maximum points	Documentary Proof Required
4.	Experience in (selling or servicing or both) brands a) Domestic experience with minimum 10 brands b) International experience with minimum 5 brands with cumulative value of not less than Rs 10 crores. c) Total minimum no. of brands-10, with cumulative value of Rs 20 crore	10	2.5 points for every additional brand, with cumulative value of not less than Rs 1 crore with a maximum of 10 points	20	Undertaking and details by the consultant duly signed by the authorized signatory and a certificate by CA firm.
5.	Minimum 1 office in India and 1 office abroad	2	1 point for every additional office with a maximum of 3 points	5	Company registration certificate and undertaking by the authorized signatory of the Consultant with details of the addresses of the offices and the EPABX board telephone numbers for each office.
6.	Total no. of employees - Minimum of 100 worldwide with atleast a minimum of 15 in India.	5		5	Undertaking by the authorized signatory of the Consultant along with Organisation Charts.
7.	Worldwide deal (sold or serviced or both) - A minimum of 1 worldwide deal, for not less than 3 years with annual value of not less than Rs.2 crores in the last two years	5	2.5 points for every additional worldwide deal with an additional value of Rs. 1 crore with a maximum of 5 points	10	Undertaking and details by the consultant duly signed by the authorized signatory and a certificate by CA firm
8.	Domestic deals (sold or serviced or both) - A minimum of 1 deal, for not less than 2 years with annual value of not less than Rs 50 lakhs in each of the last two years	5	2.5 additional point for every additional deal with annual value of not less than Rs 50 lacs. with a maximum of 5 points	10	Undertaking and details by the consultant duly signed by the authorized signatory and a certificate by CA firm



Sl. No.	Criteria prescribed	Points for fulfilling the minimum criteria	Additional points for qualification above the minimum criteria	Total maximum points	Documentary Proof Required
9.	Sponsorship/events (Sold or serviced or managed or created or handled) in the last one year - Minimum 50	5		5	Undertaking given by the consultant duly signed by the authorised signatory, giving the list of 50 sponsorship/events
10.	Worldwide awards won in sponsorship/ events/ sponsorship consulting/ Right holder consulting/categories in last 3 years	1 award - 1 point; 2 to 5 awards - 3 points; and 5 and above awards 5 points	5	Copies of certificates duly attested by the authorised signatory of the consultant firm.

Minimum points out of 100 to be scored is 70. Those who score less than 70, shall be disqualified for further evaluation.

Weightage for technical evaluation shall be 80%.

10.17.1 FINANCIAL EVALUATION

Financial Evaluation shall be taken up by opening the financial package only in respect of those who qualify in the technical evaluation. Success Fee as a percentage of revenue needs to be quoted by the tenderer for each of the following items. Please note that the percentage of Success Fee should not be less than 5% in each case. The method of awarding the points is described below:

Sl. No.	Success Fee Items	Points for each Success Fee item (the lowest percentage quoted gets maximum points)	Method of calculation and award of points
1	2	3	4
1	Initial Revenue generated upto a sum of INR 30,00,00,000/- per annum from sale of sponsorship rights, branding rights and ancillary benefits ;	20	Points to be awarded= $(X*Z)/Y$ Where:



Sl. No.	Success Fee Items	Points for each Success Fee item (the lowest percentage quoted gets maximum points)	Method of calculation and award of points
2	Additional Revenue generated above the sum of INR 30,00,00,000/- per annum from sale of sponsorship rights, branding rights and ancillary benefits ;	20	X= the lowest percentage of success fee quoted. X cannot be less than 5% Y=the percentage of success fee quoted by the tenderer to whom the points need to be calculated
3	Initial Revenue generated upto an initial sum of INR 10,00,00,000/- per annum from retail ;	15	
4	Additional Revenue generated above the sum of INR 10,00,00,000/- per annum from retail ;	15	Z= maximum points as given in column 3 The points for each of the above 6 criteria shall be calculated according to the above formula and added, to arrive at the total points earned by each bidder, out of maximum 100 points earmarked for the Financial Evaluation.
5	Initial Revenue generated upto a sum of INR 10,00,00,000/- per annum from advertisement;	15	
6	Additional Revenue generated above the sum of INR 10,00,00,000/- per annum from advertisement	15	

COMBINED EVALUATION

The Evaluation Committee shall take into consideration the score in the Technical Proposal with a weightage of 80% and the score in the Financial Proposal with a weightage of 20% and shall make a combined evaluation to determine the combined scores of each offeror and also the rankings, based on such score and determine the L1 offeror. The tenderer who scores the highest score in the combined evaluation shall be the L1 offeror.

The Assignment is expected to commence by April 2011.



SECTION 2. PREQUALIFICATION PROPOSAL - STANDARD FORMS

- 2A Prequalification Proposal Submission Form.**
- 2B Information regarding fulfillment of Prequalification Criteria.**
- 2C General Information and Joint Venture/ Consortium Data**



SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

Bangalore Metro Rail Corporation Limited is a Government of India and Government of Karnataka, 50:50 Joint Venture, established for the purpose of implementing Bangalore Metro Rail Project. It is a Public Limited Company registered under the Companies Act 1956.

With traffic decongestion being the key, the primary objective of the Bangalore Metro is to encourage commuters to use public transport. Efforts are being made to integrate Bangalore Metro with other modes of public transport to provide seamless travel comfort to the commuters.

The first Phase of the Bangalore Metro traverses a total length of 42.3 km. The project will have an East-West corridor - 18.10 km long, starting from Baiyappanahalli in the East and terminating at Mysore Road terminal in the West and a 24.20 km North-South corridor commencing at Hessarghatta Cross in the North and terminating at Puttenahalli Cross in the South.

The Bangalore Metro has been designed for a capacity of 40000 PHPDT (Peak Hour Peak Direction Trips). The number of passengers expected to travel on the metro everyday is estimated at 12 lakhs in 2013 and 19 lakhs in 2021.

For implementation of the Project, four elevated stretches of area called "Reaches" have been identified as below for convenience of project implementation. Besides, there are two underground sections connecting Reach-1 & Reach-2 in East-West Corridor and Reach-3 & Reach-4 in North-South Corridor respectively. Each Reach constitutes a separate unit for the purpose of administration of contracts and project monitoring.

- Reach-1 - East Line : Cricket Stadium - Baiyappanahalli (7 km);
- Reach-2 - West Line : Leprosy Hospital to Mysore Road Terminal (6.3 km);
- Reach-3 - North Line : Swastik to Yeshwanthpur (5.1 km);
- Reach 3a - First North Extension Line : Yeshvanthpur to Peenya (4.8 km);
- Reach 3b - Second North Extension Line : Peenya Village to Hessarghatta Cross (2.5 Km);
- Reach-4 - South Line : K.R. Road to R.V. Road End (4.4 km);
- Reach 4a - South Extension Line : R.V. Road End to Puttenahalli Cross terminal (3.9 km);



3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

The consultant selected shall be given exclusive right of marketing commercial rights of BMRCL.

Following three areas of commercial rights broadly cover the scope of the tasks to be carried out by the consultants:

1. Advertising
2. Retail
3. Naming/ Branding Rights & Ancillary Benefits

ADVERTISING

- **Phase 1:** The Consultant will undertake an initial and preliminary assessment of the advertising opportunities at relevant stations and other BMRCL areas. The Consultant will meet the BMRCL team as well as visit stations and other BMRCL areas to identify initial and preliminary advertising opportunities
- **Phase 2:** In coordination with the BMRCL, the Consultant will deliver the technical content of RFP addressed to companies to identify and manage the advertising inventory (within the train, within the stations, outside the stations, collateral material, etc)
- **Phase 3:** The Consultant will assist BMRCL in designing the criteria and system to select the agency. The Consultant will assess proposals and make recommendations to BMRCL on agencies to be hired.
- **Phase 4:** The Consultant will manage the operative relationship with the agency hired by BMRCL, acting as the liaison party of the process to the extent entrusted by BMRCL.

RETAIL

- **Phase 1:** The Consultant will undertake an initial and preliminary assessment of the retail opportunities at relevant stations and other areas of BMRCL. The Consultant will meet with the BMRCL team as well as visit stations to identify initial and preliminary retail opportunities.
- **Phase 2:** In coordination with the BMRCL, the Consultant will carve out the technical content of an RFP addressed to companies to identify and manage the retail opportunities - inventory (within the stations, outside the stations)
- **Phase 3:** The Consultant will assist BMRCL in designing the criteria and system to select the agency. The Consultant will assess proposals and make recommendations to BMRCL on agencies to be hired.
- **Phase 4:** The Consultant will manage the operative relationship with the agency hired by BMRCL, acting as the liaison party of the process to the extent entrusted by BMRCL.

NAMING/BRANDING RIGHTS AND ANCILLARY BENEFITS

- **Phase 1:** Design and valuation of Partnership Packages:
 - The Consultant will come up with an initial list of benefits (tangible and intangible), for consideration and approval of BMRCL



- The Consultant will come up with a draft list of packages taking into consideration the rights approved by BMRCL
 - The Consultant will undertake a test exercise in order to fine-tune the packages with a sample of companies based in Bengaluru, Mumbai or Delhi or Chennai etc. Sample size for Naming rights should be between 10-25 different corporate entities, Sample size for Sponsorship should be between 10-25 different corporate entities, sample size for retail, advertising and events should be 10 across different corporate entities
 - Sample size should be large corporate companies with a mix of government , SMEs (Small and Medium Enterprises) and large corporate entities
 - The Consultant will value the packages, taking into account the relevant feedback
 - The Consultant will come up with an estimation of potential revenues, according to range of options open to BMRCL.
- **Phase 2: Communication plan:** In order to fulfil the legal and administrative requirements as well as engage the business community and generate interest in the project, the Consultant will design and activate, with the approval of BMRCL, a communication plan, targeted to:
 - Business community
 - Population: if necessary, the Consultant will design a communication plan targeted to the Bengaluru population to explain the benefits of the program
- **Phase 3: Commercialization process**
 - The consultant will produce a “Sales Guide” document for use in the sales process
 - The Consultant, in close coordination with BMRC, will put in place a system for companies to submit their commercial proposals, through a transparent tendering process, complying with the transparency laws.
 - The Consultant will assist the BMRCL to draw up the commercial partner contracts
 - The consultant will assist the BMRCL in preparing to sign the contracts
 - The consultant will advise the BMRCL regarding the public announcement of the deals
- **Phase 4: Activation**

The Consultant will assist the BMRCL to make sure all the benefits are activated and implemented and shall manage rights partner portfolio on an ongoing basis till the end of tenure with a proper quarterly review process and report to BMRC

4. SCHEDULE FOR COMPLETION OF TASKS–INCLUDING METHODOLOGY AND WORKPLAN

BMRCL possesses commercial rights and may come to possess in future, several more commercial rights. Marketing each such commercial right or each group of similar commercial rights forms an assignment. Since, there are several commercial rights, there shall be several assignments. Each such assignment includes several phases. Each assignment, sought to be marketed for revenue generation, normally consists of the following phases and requires completion of following tasks. (However, there can be variations from assignment to assignment depending on the type of commercial right, its value and duration etc):



- Phase 1 - Design Partnership Platforms and Valuation Phase
 - Sub-phase 1.1: Strategy and architecture
 - Sub-phase 1.2: Valuation and test
 - Sub-phase 1.3: Revenue estimation and pre-sales plan
- Phase 2 - Preparation of the 'Sales Phase'
 - Sub-phase 2.1 : Training
 - Sub-phase 2.2 : Communication Plan
 - Sub-phase 2.3 : Sales Action Plan
- Phase 3 - Sales Phase
 - Sub-phase 3.1 : Hold sales meetings
 - Sub-phase 3.2 : Negotiations and contacts
 - Sub-phase 3.3 : Activation

Suggested timeline for each assignment:

	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6-12	MONTH 13 ->
ADVERTISEMENT + RETAIL							
Phase 1: Pre- assessment							
Phase 2: RFP							
Phase 3: Selection							
Phase 4: Activation							
NAMING RIGHTS + OTHER							
Phase 1: Design and valuation							
Phase 2: Communication							
Phase 3: Commercialization process							
Phase 4: Activation							



5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

- i) The BMRCL shall appoint the Consultants with exclusive marketing rights in respect of BMRCL commercial rights, for a period for 10 years.
- ii) The BMRCL shall provide all the information about Bangalore Metro Rail Project, which would be necessary for the consultant to formulate revenue generating concepts and its implementation, as approved by BMRCL.
- iii) BMRCL will provide free furnished air-conditioned accommodation, preferably at its office. Furniture shall include only tables, chairs, PCs, Printers, internet facility and the plug points etc for usage of electronic equipments.

6. FINAL OUTPUTS THAT WILL BE REQUIRED OF THE CONSULTANT

The ultimate test of the efficiency of the Consultants is based on the quantum of revenue generated vis-à-vis the potential of the commercial rights and the contribution made for the growth of the brand values of the rights partner and that of BMRCL. The Consultants shall submit a report on this aspect on completion of every half year.

After every sub-phase and phase of an assignment, a report shall be submitted and presentation made to the BMRC team narrating the task entrusted/taken up in that sub-phase or phase and what was approved by BMRCL, and with reference to that what was achieved and the man-hours spent by the key professional staff and the sub staff therefor

7. PROCEDURE FOR REVIEW OF PROGRESS

In each case, whether it is 'advertisement' or 'retail' or 'naming', following shall be the normal workflow:

- BMRCL shall keep the consultant updated from time to time on developments, within its knowledge, which have a bearing on commercial rights.
- The consultant shall always be looking for and coming up with new and innovative ideas with reference to marketing the commercial rights and thereby, generating revenue.
- Such ideas, innovations shall be discussed with BMRCL team.
- BMRCL decides whether to go ahead with the ideas/innovation, with or without modifications.
- Consultant shall workout the detailed concept and also the work plan and finalise the same with the approval of BMRCL.
- The consultant shall approach the prospective customers, who in its opinion, would be interested in the proposal.
- The consultant, after the market study as above, shall come up with the estimated revenue, the duration and the cost therefor.
- The consultant shall prepare draft tender documents along with BMRC in compliance of the transparency requirements and finalise the same with approval of BMRCL. The tender shall be in two or three packages as would be necessary in each case.



- BMRCL shall float the tender.
- At each stage of the tender viz. PQ Stage, Technical Stage and Financial Stage, as the case may be, evaluation shall be done by the consultant and the same shall be further examined by BMRCL Tender Committee. Tender Committee may either recommend award of the tender or rejection of all offers.
- The recommendations of the Tender Committee shall be submitted to the MD for acceptance.
- If the process results in rejection of all the offers, the process needs to start afresh, if so decided.
- If the process results in award, the letter of acceptance and signing of the agreement shall follow.
- The contract, as signed, shall be implemented.

In light of the above, the review shall consist of the following:

- i) Whether BMRCL has updated the consultant with new developments which have a bearing on generation of revenue through exploitation of commercial rights.
- ii) Whether the consultant is coming up with new ideas, innovations etc. expected of him.
- iii) Whether the workflow in each case is going ahead at satisfactory pace.
- iv) Whether the account of each customer is being properly serviced i.e. whether the deliverables from BMRCL side are being delivered to such customers satisfactorily and whether the consultant is playing his role in this regard as envisaged
- v) Whether deliverables from such customers are being delivered as envisaged including payments from the customer to the BMRCL and whether the consultant is playing his role in this regard as envisaged

The day today review shall be through day to day interaction between the BMRCL team and the consultant's team or designated relationship team of the consultant

Whenever BMRCL decides to have discussions with the consultants, the consultants, including the persons named by the BMRCL shall attend the discussions. In such discussions, review can be done as would be found necessary.

Further, review shall also be done in the Review Committee headed by the MD atleast once in three months. Review Committee may meet as many times as would be required.



8. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

Key professional staff consisting of at least 1 from the top management and atleast another 2 executives of the consultant's firm/organization, who should devote the required man-hours towards the BMRCL consultancy should have experience in the following:

-Sponsorship management, sponsorship activation, sponsorship evaluation, sponsorship valuation, sponsorship Return on investment, corporate consulting, consulting, business development, research, property consulting, business consulting, property evaluation and analysis, sponsorships rights and contract negotiations, brand management and analysis, brand evaluation, project modeling and project management, Metro non ticketing rights management, naming rights experience, naming rights management and implementation, long term management of naming rights, property and asset management, advertising and media management, exploitation of non ticketing assets, etc.

The top management executive mentioned above should have a minimum of 10 years' experience in the above fields, a minimum of 3 years' international experience. The other senior executives should have a minimum of 5 years' experience, including 2 years' of international experience and together, they should have experience in all the fields mentioned above.

