

BANGALORE METRO RAIL CORPORATION LIMITED
(A Joint Venture of GOK & GOI)



Driving Bangalore Ahead

TENDER DOCUMENTS

TO

**AWARD LICENSE FOR OPERATING PARKING LOT AT
BAIYAPPANAHALLI AND SWAMI VIVEKANANDA ROAD
NAMMA METRO RAIL STATIONS IN REACH-1**

Tender No. BMRCL/O&M/PKG/01

DECEMBER - 2011

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SOLD TO:

Date sold:

Signature with seal of BMRCL

NOTICE INVITING TENDER

Tender No. BMRCL/O&M/PKG/01

Date: 26.12.2011

1. Tenders in the prescribed form duly sealed are hereby invited for granting license for operating parking lots for a period of **3 (Three) years** at the following Namma Metro Rail Stations:

Sl. No.	Location of parking lot	Area (aprox) provided for parking of vehicles	Earnest Money Deposit
1.	Baiyappanahalli Station	2600 Sq Meters	Rs.25,000/- (Rupees Twenty Five Thousand only)
2.	Swami Vivekananda Road Station	2500 Sq Meters	

2. **Parking lot at Baiyappanahalli Station will be available for complete three years whereas the parking lot at S V Road Station will be available for one year as other construction activities are expected to start after one year. The license fee on prorated basis will be charged in case if it is possible to utilize the space at S V Road station beyond one year.**
3. Tender documents will be sold from **29-12-2011 to 07.01.2012** on all working days between 11.00 hrs and 17.00 hrs.
4. The cost of the tender document is Rs.1000/- (Rupees One thousand only) which is non-refundable. One set of tender documents shall be sold to a bidder.
5. Tenders can be purchased from the office of BMRCL located at 3rd Floor, BMTCL Complex KH Road, Shanthinagar, Bangalore 560 027. Brief particulars of the Tender for parking lots will be posted on the BMRCL official web site www.bmrcl.co.in
6. On the day of the site visit at the respective locations the extent/area of land demarcated for parking will be shown to the prospective bidders.
7. Tender documents duly completed in all respects should be submitted on or before **1500 hrs on 20.01.2012** at the address given in the Key Details.
7. The tenders will be opened at **1530 hrs on 20.01.2012** in the presence of the interested tenderers or their authorized representatives.
8. Any tender received after date & time stated above shall not be entertained under any circumstance.
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 detail or information from any of the tenderer(s).

Sd/-

General Manager (Operations)
Bangalore Metro Rail Corporation Limited

KEY DETAILS

Sl. No.	Description of activity	Date/Details
1.	Cost of Bid document (Non-refundable)	Rs.1000/- (Rupees one thousand only) in the form of demand draft from a Scheduled Commercial Bank in India in favour of “Bangalore Metro Rail Corporation Limited”, payable at Bangalore.
2.	Dates for Purchase of Bid document	From 29-12-2011 to 07.01.2012 on all working days between 11.00 hrs and 17.00 hrs
3.	Address for purchase of Bid document and for submission of the sealed bid documents.	The Managing Director, Bangalore Metro Rail Corporation Ltd, 3 rd Floor, BMTC Complex, K H Road, Shanthinagar, Bangalore-560027
4.	Bid Security Amount (Refundable)	EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) 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.
5.	Site visit Contact Person: Contact Number:	On 09-01-2012 at 10-30 hrs commencing from Swami Vivekananda Road station Mr. Shivakumar, EE/BMRCL 9448287976
6.	Last date and time for submission of Bids	Up to 1500 hrs on 20-01-2012
7.	Opening of Tenders	At 15.30 hrs on 20-01-2012

DESCRIPTION OF THE TENDER

- 1) Parking of two/four wheeler vehicles of Namma Metro Commuters and staff/officials of BMRCL on collection of authorized parking charges and regulation of traffic in the circulating area in and around the Parking Lot for a period of 3 (three) years on license basis at Baiyappanahalli and Swami Vivekananda Road Metro stations.
- 2) **Parking lot at Baiyappanahalli Station will be available for complete three years whereas the parking lot at S V Road Station will be available for one year as other construction activities are expected to start after one year. The license fee on prorated basis will be charged in case if it is possible to utilize the space at S V Road station beyond one year.**
- 3) **BMRCL will provide the asphalted surface area for the parking lot at Baiyappanahalli and WBM/Wet mix surface area for parking lot at S V Road Station. On award of the contract the Parking Contractor should demarcate the area, fix automatic lifting barrier approved by BMRCL, install ticket counter with facility to issue computerized parking ticket indicating time, date and amount etc for smooth functioning at his cost.**
- 4) The Tender document contains 41 Pages.
- 5) The technical and financial bids shall be duly filled in and submitted in original. The bids should be signed on all the pages by the Applicant with seal.
- 6) All information to be written legibly. Where figures are furnished, the same are to be written in words also within brackets.
- 7) Attach separate sheets wherever necessary.

GENERAL INFORMATION / GUIDELINES

1. GENERAL:

BMRCL is a Joint Venture Company of Government of India and Government of Karnataka committed to providing world-class mass transport system. As part of the amenities and facilities to the commuters and the staff of BMRCL it proposes to give the management of the Parking Lot on License basis at Baiyappanahalli Station and Swami Vivekananda Stations.

2. DETAILS OF THE PARKING LOT:

Sl. No.	Location of parking lot	Area (aprox) provided for parking of vehicles	Reference
1.	Baiyappanahalli Station	2600 Sq Meters	Annexure V (a)
2.	Swami Vivekananda Road Station	2500 Sq Meters	Annexure V (b)

BMRCL will provide the asphalted surface area for the parking lot at Baiyappanahalli and WBM/Wet mix surface area for parking lot at S V Road Station. On award of the contract the Parking Contractor should demarcate the area, fix automatic lifting barrier approved by BMRCL, install ticket counter with facility to issue computerized parking ticket indicating time, date and amount etc for smooth functioning at his cost.

3. LICENSE FEE:

- i) The parking contractor shall charge parking charges as per the rates fixed herein under by BMRCL.

Class of Vehicles	License fee		
	For the First Four hours.	For every subsequent hour or part thereof	Maximum parking charges for the day
Cars/Jeep	Rs. 20/-	Rs. 5/-	Rs.50/-
Motor Cycles/ Two wheelers	Rs. 5/-	Rs.3/-	Rs. 25/-
Bicycles	Re. 1 per hour subject to a maximum of Rs.5/- per day.		

Note: Day means the starting to closing hours of the Metro Service each day

- ii) In the event of change in parking charges by BMRCL /Competent authority the parking contractor shall charge such higher or lower amount calculated on the basis of such new parking rates as may be fixed. In the event of the parking contractor not agreeing for the same, this agreement shall stand terminated on expiry of 15 days of the notice by the BMRCL to the parking contractor.
- iii) **Parking lot at Baiyappanahalli Station will be available for complete three years whereas the parking lot at S V Road Station will be available for one year as other construction activities are expected to start after one year. The license fee on prorated basis will be charged in case if it is possible to utilize the space at S V Road station beyond one year.**

4. TENDER INVITATION

Sealed tenders containing (1) Technical Bid and (2) Financial Bid in separate sealed envelopes are invited from reputed Parking Lot Contractors, having proven competence and experience of operating Parking Lot as per terms and conditions indicated in the Tender Document.

5. ELIGIBILITY

- (i) An applicant shall be either an individual or a public listed company or a partnership firm.
- (ii) A person shall submit only one application in the tendering process, either individually or as a partner director, member, agent or principal as an applicant. Any person who submits or participates directly or indirectly in more than one application will cause all the applications in which person has participated to be disqualified.
- (iii) Any entity which has been barred by the Government of India / Any State Government, or any entity controlled by it, from participating in any Bid, and the bar subsists as on the date of submission of the Bid, would not be eligible to submit the tender.
- (iv) The applicant should possess at least three years experience for the period ending 30.09.2011 in operating Parking Lots using automatic gates (boom barrier) at entry and exit gates and equipped with computerized ticketing system which shall print showing the time in and time out and the parking fee charged.
- (v) The annual revenue from parking charges shall not be less than Rs.30 (thirty) lakhs.
- (vi) The applicant should be presently operating a minimum of two Parking Lots at different locations in Karnataka where the parking facility as detailed in (iv) above is available.

6. EARNEST MONEY DEPOSIT (EMD)

- (i) The Technical bid should be accompanied by EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of Pay Order/Demand Draft issued by any Nationalized Bank in favour of the Bangalore Metro Rail Corporation Limited payable at Bangalore. Earnest money in any other form will not be accepted.
- (ii) Tenders not accompanied by valid earnest money deposit (EMD) are liable to be summarily rejected.
- (iii) EMD of unsuccessful applicants will be returned without interest after finalisation of the tender within a reasonable time.

7. SUBMISSION OF TENDER FORM

Tender form should be filled up in all respects and returned by the applicant duly signed on each page of the original tender form including the pages containing the terms and conditions and should be properly sealed. The tender consists of three parts as given below.

a) Earnest Money Deposit (Envelope-I).

- i) The EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of Pay Order/Demand Draft issued by any Nationalized Bank in favour of the Bangalore Metro Rail Corporation Limited payable at Bangalore.
- ii) The EMD should be sealed in a separate cover and should be super scribed as **“TENDER FOR PARKING LOT AT BAIYAPANAHALLI AND S.V ROAD STATIONS - EMD”**.

b) Technical Bid (Envelope-II).

- i) The technical bid shall be filled in as per **Annexure - I, IA & IB**.
- ii) Special Information as required in the technical bid must be furnished else the bid is liable to be rejected.
- iii) Documents Accompanying the Technical Bid :-
 - The Applicant shall furnish a certificate (**Annexure IB**) to the effect that the correct information has been furnished in the tender and the Applicant shall be solely responsible for furnishing wrong/false information in the tender. Furnishing of wrong information may lead to the cancellation of the bid.
 - A letter of authorization duly authorizing the signatory to participate and sign the tender documents on the letterhead of the applicant organization.
 - A declaration on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary-Public to the effect that the applicant is not barred by the Government of India / Any State Government, or any entity controlled by it, from participating in any Bid, and the bar subsists as on the date of Bid, would not be eligible to submit the Bid.
- iv) Copies of financial statements (Balance Sheets and Income statements) for 3 years to demonstrate :-
 - the correct soundness of the applicant's financial position and capacity to have adequate cash flow amount.
 - turnover in the core business of Parking Lot in the last 3 completed financial years.
- v) The financial statements as above shall:
 - reflect the financial situation of the Applicant
 - be audited by a Chartered Accountant
 - be complete, including all notes to the financial statements.
 - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- vi) Any other relevant information/document which applicant may consider appropriate including their expertise and experience in the area
 - vii) The technical bid as prescribed should be filled in original and should be sealed in a separate cover. The Technical Bid should be superscribed as **“TENDER FOR PARKING LOT AT BAIYAPANAHALLI AND S.V ROAD STATIONS - TECHNICAL BID”**.
- c) **Financial Bid (Envelope-III)**
- (ii) The financial bid (**Annexure-II**) should contain the quote for the License fee offered.
 - (iii) The rate should be clearly indicated in words and figures. Wherever there is discrepancy between words and figures, the rate indicated in words shall apply.
 - (iv) There should not be any over writing / cutting in the rates tendered. The terms & conditions other than these shall not be considered and shall be rejected forthwith.
 - (v) The Financial bid as prescribed should be filled in original and should be sealed in a separate cover. The financial Bid should be superscribed as **“TENDER FOR PARKING LOT AT BAIYAPANAHALLI AND S V ROAD STATIONS- FINANCIAL BID**.
 - d) Applicants are to indicate the number of documents they have submitted as part of their Technical/Financial Bid. Applicant should sign/initial on each page of the documents submitted for Technical Bid and Financial Bid.
 - e) The EMD, Technical bid and Financial bid should be in separate sealed envelopes marked as above and addressed to the Managing Director Bangalore Metro Rail Corporation, 3rd Floor BMTC Building, KH Road, Shantinagar, Bangalore 560 027. The tenders containing EMD (Envelope-I), Technical bid (Envelope-II) and Financial bid (Envelope-III) in separate sealed envelopes as above should be submitted in a sealed outer- envelope superscribed as **“TENDER FOR PARKING LOT AT BAIYAPPANAHALLI AND S V ROAD STATIONS”** and addressed to Managing Director Bangalore Metro Rail Corporation, 3rd Floor BMTC Building, KH Road, Shantinagar, Bangalore 560 027. Summarizing, the outer envelope will have three envelopes within it viz EMD envelope, Technical Bid envelope and Financial Bid envelope. If the EMD envelope is not in a separate exclusive envelope then the tender will be considered as ‘non compliant’ and will be returned to the tenderer. The tender comprising the technical & financial bid should be signed by the authorized signatory.
 - f) The authorization letter for the signatory shall be on the letter head of the bidding organizations and should accompany the technical bid.

8. AMENDMENT OF TENDER DOCUMENTS

At any time prior to the deadline for submission of the applications, BMRCL may amend the tender documents by issuing addenda. Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the tender documents. The Addendum shall also be posted on the BMRCL website www.bmrc.co.in

9. **COST OF APPLICATIONS**

The applicant shall bear all costs associated with the preparation and submission of tender/bid. BMRCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome or the tendering process.

10. **LANGUAGE OF APPLICATIONS**

All correspondence and documents relating to the tender shall be written in English. Supporting documents and printed literature that are part of the applications may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall govern.

11. **LAST DATE FOR SUBMISSION OF TENDER**

The last date and time for receipt of tenders shall be up to **15.00 hrs** on **20.01.2012**. The tenders received after the stipulated date and time will not be considered and rejected summarily. Tenders sent by post will not be accepted.

12. **OPENING OF TENDER AND EVALUATION**

- (i) The tenders received will be opened by a Committee constituted by BMRCL in the presence of those Applicants or their representatives (with a letter of authority) who prefer to attend the opening.
- (ii) Tenders in unsealed condition will be rejected summarily. Tenders not accompanied by valid earnest money deposit will be summarily rejected. Tenders without required documentation and not confirming to tender requirements are liable to be rejected.
- (iii) The technical bids will be opened at **15.30 hrs** on the **20.01.2012** in the presence of the authorized representatives of the Applicants, if any.
- (iv) BMRCL may before finalizing the list of technically qualified bidders, like to inspect such of the existing Parking Lots of the applicants, as it may decide, the tenderer shall facilitate the same.
- (v) Thereafter, technical bids shall be evaluated and list of technically qualified Applicants will be prepared by the Committee.
- (vi) The financial bids in respect of the Applicants qualifying in the technical bid shall be opened on the date and time notified and intimated to all bidders who have qualified in the technical bid by the BMRCL.
- (vii) **In awarding the contract, the BMRCL shall be bound by the highest bid. The total amount of bid for the purpose of evaluation will be arrived by adding annual license fee quoted for Baiyappanahalli station multiplied by 3 (three) and annual license fee quoted for S V Road station multiplied by 1 (one).**

13. FALSE INFORMATION

In the event of furnishing false / incorrect information by the applicant, the EMD in respect of such applicants shall be forfeited. Further during the performance of the contract if it is detected that the contract has been obtained by furnishing false/ incorrect information in the tender, the contract is liable to be terminated & performance security & other payments due to the Parking Lot Contractor shall be forfeited including banning of business for a period of three years, in BMRCL, will be imposed on the contractor. If the successful Applicant fails to sign the contract within stipulated period or after signing the contract fails to perform any contractual obligation, his EMD/Performance security shall be forfeited.

14. ACCEPTANCE AND WITHDRAWAL

- (i) The final acceptance of the tender would entirely vest with BMRCL who reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. There is no obligation on the part of BMRCL to communicate in any way with rejected Applicants. After acceptance of the tender by BMRCL the Applicant shall have no right to withdraw his tender or offer a lower License Fee.
- (ii) Notice to proceed will be handed over to the successful tenderer only after the construction at the respective sites are fully completed
- (iii) BMRCL reserves the right to accept the bid for anyone or all the activities as mentioned in the scope of work of this tender.
- (iv) Tender with incomplete information is liable for rejection.
- (v) If any Applicant does not accept any of the conditions set forth by BMRCL, his tender shall not be considered.

15. PERFORMANCE SECURITY

The successful applicant shall before executing the agreement, furnish an unconditional and irrevocable Performance Security in the form of Bank Guarantee in favour of Bangalore Metro Rail Corporation Limited for an amount equal to 4 months license fee for due performance by Parking Contractor of the terms and conditions of the contract/license agreement. (Performa as per Annexure-III).

16. AGREEMENT

The successful Applicant (hereinafter referred to as Parking Contractor) shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within **Fifteen days** from the date of acceptance of the tender. The Agreement shall clearly specify the rights and obligations of the Parking Contractor and BMRCL with respect to the running of the Parking Lot and shall be substantially as per the general terms and conditions. The incidental expenses of execution of agreement shall be borne by the Parking Contractor.

17. SECURITY DEPOSIT FOR ELECTRICITY

That the Licensee shall deposit in Cash or Demand Draft as Security Deposit towards **Electricity Charges** equivalent to 3 (three) months electricity consumption charges calculated and advised by BMRCL.

18. IMPLEMENTATION SCHEDULE:

The Parking Contractor is expected to fully operationalize its services within 4 weeks of the award of contract.

19. TERMINATION FOR DEFAULT

BMRCL without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Parking Contractor, may terminate the Contract.

(i) If the selected Parking Contractor fails to fully operationalise within the time period specified in the Contract, or within any extension thereof granted by BMRCL; or

(ii) If the selected Parking Contractor fails to deliver any or all Contracted services; or

(iii) If the Parking Contractor, in the judgment of the BMRCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

20. EXTENSION

The validity of the contract can be extended for a period as specified by BMRCL on mutual consent of the BMRCL and the Parking Contractor on existing rates, terms and conditions. However, this does not provide automatic rights to contractor for renewal. There will be fresh tendering and no contractor should have claim, assurance or expectation of getting contract without competing so that BMRCL will get the best return on its assets.

21. INCOME TAX

The successful tenderer will have to comply with the Finance (No.2) Act, 2004 sub Section 1C in the section 206 C of the Income Tax Act, 1961. As per the provision of the above sub-section – [(1C)] Every person, who grants a lease or a license or in part of in any parking lot or toll plaza or mine or quarry, to another person, other than a public sector company for the use of such parking lot or toll plaza or mine or quarry for the purpose of business shall, at the time of debiting of the amount payable by the licensee or lessee to the account or the licensee or lessee or at the time of receipt of such amount from the licensee or lessee in cash or by the issue of a cheque or draft or by any other mode whichever is earlier, collect from the licensee or lessee of any such license, contract or lease of the nature of Parking lot or Toll plaza or Mining and quarrying a sum equal to two percentage of such amount as income tax.

Sd/-
General Manager (Operations)
Bangalore Metro Rail Corporation Limited

GENERAL TERMS AND CONDITIONS

The BMRCL hereby covenants with the Licensee as follows:

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.

1. Payments & consideration

- (i) That the Parking Contractor shall be charged on monthly basis license fee to be paid in advance on or before 5th of English calendar month for managing the parking lot at Baiyappanahalli Station and SV Road Station before the commencement of the contract.
- (ii) That in addition to the above said license fee, the Parking Contractor shall pay all charges towards consumption of electricity and water, as may be due, as determined by BMRCL and at the rate fixed by it from time to time. Alternatively, BMRCL may provide sub-meter to the contractor and he shall pay the electrical charges as metered. Such charges shall be paid within the date specified in the bill. In default of payment of said charges, BMRCL may without prejudice to its other rights disconnect or cause to be disconnected the water and Electricity to the said premises without any notice and the Parking Contractor shall not be entitled to any compensation whatsoever on account of any such disconnection.
- (iii) That the Parking Contractor shall pay all rates, assessments, out goings and other taxes as leviable on the Parking Contractor in Law.
- (iv) That the Parking Contractor shall make payment of license fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.
- (v) That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 18% per annum be payable on all delayed payments without prejudice to BMRCL's other rights and remedies.

2. Performance Security

- (i) The Parking Contractor shall furnish an unconditional and irrevocable Bank Guarantee in favour of BMRCL for an amount equal to 4 (Four) months license fee for due performance by Parking Contractor of the terms and conditions of the contract/license agreement.
- (ii) In the event of the Parking Contractor committing any breach of the terms and conditions of the contract, BMRCL may without prejudice to other rights and remedies are entitled to forfeit the Bank Guarantee of Performance Security or any part thereof. In such an event he 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 Performance Security shall at all times during the continuance of these presents, be for the same amount.
- (iii) The Performance Security shall be returned without interest at the end of the contract period or on termination of the agreement after adjusting all dues recoverable from the Parking Contractor including but not limited to the cost of

repair of any damages to any part of the licensed premises. This is without prejudice to the rights of the BMRCL to recover in any other manner from the Parking Contractor any claims or damages or other dues as provided in this agreement.

3. **Security Deposit for Electricity**

That the Licensee shall deposit in Cash or Demand Draft as Security Deposit towards **Electricity Charges** equivalent to 3 (three) months electricity consumption charges calculated and advised by BMRCL. The Security Deposit shall be refunded without interest at the end of the contract period or on termination of the agreement after adjusting all dues recoverable from the Parking Contractor including but not limited to the cost of repair of any damages to any part of the licensed premises. This is without prejudice to the rights of the BMRCL to recover in any other manner from the Parking Contractor any claims or damages or other dues as provided in this agreement.

4. **Use of Premises**

- (i) That, the Parking Contractor shall occupy and use the premises for the purpose of Parking of vehicles of commuters and staff/officers of BMRCL at the respective parking lots.
- (ii) **Parking lot at Baiyappanahalli Station will be available for complete three years whereas the parking lot at S V Road Station will be available for one year as other construction activities are expected to start after one year. The license fee on prorate basis will be charged in case if it is possible to utilize the space at S V Road station beyond one year.**
- (iii) **BMRCL will provide the asphalted surface area for the parking lot at Baiyappanahalli and WBM/Wet mix surface area for parking lot at S V Road Station. On award of the contract the Parking Contractor should demarcate the area, fix automatic lifting barrier approved by BMRCL, install ticket counter with facility to issue computerized parking ticket indicating time, date and amount etc for smooth functioning at his cost.**
- (iv) That Parking Contractor shall operate the subject facility by charging the rate from users, as may be approved in advance by BMRCL. Parking Contractor shall exhibit the said approved charges at a conspicuous place inside the licensed premises.
- (v) That the Parking Contractor would ensure that the licensed premises are operational for all the seven days in a week and that adequate and suitable manpower is available from 5 AM to 11 PM on all days. BMRCL may alter this timing depending on the opening and closing hours of the Metro Train Services.
- (vi) That the Parking Contractor shall not be entitled to allow any other person to occupy the premises or to use any part thereof without the written permission of the BMRCL.

5. **Compliance**

- (i) That the Parking Contractor shall abide by all rules & regulations, bye-laws and guidelines that BMRCL may, from time to time, make or adopt or amend for the care, protection and administration of the Metro Stations; the general welfare and comfort of its commuters and employees.

- (ii) The Parking Contractor and its employees and agents shall be bound to comply with any instructions issued by the BMRCL from time to time.
- (iii) That the Parking Contractor shall equip himself with all necessary permits, license and such other permissions as may be required under the law in force at any time with regard to the operation of the Parking Lot.
- (iv) The Parking Contractor will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as BMRCL shall approve of and shall produce for inspection on demand by BMRCL all policies in respect thereof and the receipts from time to time for current premium.
- (v) The Contractor shall be responsible to comply with the provisions of the Motor Vehicle Act, 1939 and any other law or rule for the time being in force relating to custody and parking of vehicles.
- (vi) The possession of the parking lot to the contractor shall commence from the date of allotment letter and it will be obligatory on the part of contractor to take the possession immediately on completion of the all formalities. No dispute in any circumstances about the effective date of allotment of parking lot to the contractor would be entertained.

6. Operations

The Contractor should ensure –

- (i) Adequate signage in the Parking Lot at both entrance and exit compulsorily and other location as deemed fit.
- (ii) Boards should be put up in an elevated position from the ground so that they are clearly visible from a distance of 50 ft.
- (iii) Colour scheme should be such that the background is of lighter colouring and the lettering is of a brighter colouring. Letter size should be big enough to be read from a distance of 50 ft.
- (iv) The rates should be visible both while entering and leaving. It should be ensured that these boards are placed in well illuminated locations for being seen easily.
- (v) The parking tickets should be printed in a manner that what is written on the same can be read easily without straining the eyes.
- (vi) The information related to the scheduled rates should be in the middle of the tickets and not at the sides or corners to avoid it getting mutilated.
- (vii) The Contractor will provide at his own expense such establishment computerized tickets as well as necessary for the safe and efficient discharge of the undertaking.

- (viii) The Parking Lot shall remain open from 5 AM to 11 PM on all days of the week. This timing may change to suit the opening and closing hours of the Metro Trains service. The licensee shall recover the charges for the safe custody of vehicles in the Parking Lot. In case the Contractor is found charging higher than prescribed or is reported misbehaving with the commuters or the employees of BMRCL, the contract shall be terminated and security deposit will stand forfeited.
- (ix) Staff cars belonging to BMRCL officials coming for inspection and belonging to members of official bodies connected with BMRCL will be exempted from the levy of parking fees.
- (x) The Parking Contractor will print computerized tickets containing therein the ticket number, the charges livable as parking fee, Time, Date and handed over to the owner of the vehicle at the time of entry. At the exit gate the actual charges for the duration of the parking shall be collected. A computerized statement of the collection made for the day shall be handed over to the General Manager (Operations) by 11 AM of the succeeding day.
- (xi) The contractor will keep the entire parking area clean and also ensure the vehicles are parked properly in their respective lanes so as to facilitate smooth movement of traffic.
- (xii) The Contractor shall put a board showing the authorised charges shown in clause above at a conspicuous place in addition the, Contractor shall also display a board indicating the "BMRCL has licensed the premises for parking of the vehicles. Depositors are advised that their transaction is with the Contractor and not with the BMRCL and BMRCL is not responsible for the loss and damage to the vehicles deposited or parked at this stand. The vehicles of which delivery is not taken within three days shall be handed over to the local Police station". The Contractor address should also be displayed. No other board of whatever nature shall be put by the Contractor without obtaining prior approval of the BMRCL
- (xiii) The Contractor shall be directly responsible for all claims, which may be preferred by an owner of a vehicle against the Contractor on account of any loss or damage to his vehicles. In the event the Contractor failing to make payment of the full value of any loss or damage of vehicles sustained while the vehicle remained in his custody such failure shall be treated as constituting breach of the terms and conditions of agreement and render contract liable to termination and the Performance Security liable to forfeiture.

7. Control and Supervision

- (i) That the overall control and superintendence of the said licensed premises shall remain vested with the General Manager (Operation) BMRCL, who shall at all times have the absolute right of entry into the said premises and be entitled to inspect the said licensed premises about its bonafide user, about its state of repairs and compliance with the terms and conditions of this agreement.
- (ii) The Parking Contractor 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 any officer of BMRCL authorized officers The parking contractor shall expeditiously inquire into and remedy on complaints. Any complaints may disposed of within 3 days shall be reported to the General Manager (Operations).

8. Addition and Alterations

- (i) That the Parking Contractor shall not be entitled to make any addition or alteration to the licensed premises but shall be entitled to place temporary removable necessary furniture which it shall remove at its own cost at the expiry of the period hereinbefore mentioned or its earlier revocation and shall repair all damages, if any, caused to the property by and due to it or its employees or agents.
- (ii) The design, colour-scheme, layout and quality of these partitions and other removable furniture shall be as approved by the General Manager (Operations) or his nominated representative.

9. Maintenance

- (i) That the Parking Contractor will keep and maintain the premises in and around the licensed premises in a clean, hygienic, proper and decent condition and shall not suffer the premises to be in a bad state of repair and outlook during the currency of this Agreement and shall not in any manner injure the wall, floor or other structure of the building nor cause any kind of hindrance or obstruction in the user thereof in any manner whatsoever.
- (ii) If the premises is not maintained in reasonably clean condition by the Parking Contractor, BMRCL reserves the right to get the premises cleaned at the risk & cost of the Parking Contractor and recover liquidated damages at the rate of Rs.500/- per day for each default up to 7 days and thereafter Rs.1000/- per day and can take other actions including termination of the licence. The decision of BMRCL in this respect is final and binding on the contractor.
- (iii) In the event of any damage being caused to the same intentionally or otherwise, by the Parking Contractor, or his employees or invitees or customers, BMRCL shall be entitled to repair the damage or make the requisite replacement and call upon the Parking Contractor to reimburse cost hereof which the Parking Contractor undertakes to pay forthwith on demand.
- (iv) The Parking Contractor shall not allow storing or bringing in or unloading or keeping in the premises heavy articles so as to injure or damage the premises or goods of combustible or inflammable nature.

10. Employees

- (i) The contractor must appoint reliable, efficient and honest staff in adequate number and only who are able to control the traffic. Their character must be verified by the police at their own cost and furnished to the General Manager (Operations) before their services are engaged. They should wear clean uniform while on duty at the Parking Lot with their name clearly mentioned on their shirt, Uniforms must be provided by the Contractor at his own cost.
- (ii) The Parking Contractor would ensure that their employees, officers and staff engaged by it shall observe highest standards of courtesy, manners and professionalism while dealing with the visitors and customers.

- (iii) The Parking Contractor shall employ only such employees as shall have good character and be well behaved and skillful in their business. He shall furnish BMRCL in writing with the names, parentage, age, residence and specimen signature or thumb impression of all employees whom he proposes to employ for the purpose of this Agreement before they are so employed and BMRCL shall be at liberty to forbid the employment of any person whom it may consider undesirable. The employees employed by him shall be under the general discipline of BMRCL and shall conform to such directions as may be issued by BMRCL in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of BMRCL before the employment.
- (iv) The Parking Contractor do hereby agrees to immediately remove any employee from the Licensed premises if such employee misbehaves, causes nuisance or is considered to be undesirable by the BMRCL or its representative.

11. Compensation or Concession

- (i) The Parking Contractor will not be entitled to any compensation or concession in payment of the License Fee due to addition of any activity in the premises by or on behalf of the BMRCL or closure of Metro train service for whatever reason.
- (ii) In the event of the Parking Contractor being prohibited from providing services or facilities in the premises because of Government Laws/Rules/Regulations/Orders, BMRCL shall not be liable for any loss suffered by the Parking Contractor in such an event the Parking Contractor shall not be entitled to any reduction in the fees payable to BMRCL or permission for sale of additional items.
- (iii) For the purpose of this agreement, unless a contrary intention appears from the subject or contract of the terms Parking Lot will denote ground accommodation at the existing site of Parking Lot at the locations. The BMRCL, however, reserves the right to alter the location and measurement of the said land, if necessary without assigning any reason and no compensation will be granted to the Contractor on this account.
- (iv) In the case of such breach of the terms of this licence as minor offenses and complaints coming to its notice for which in the opinion of BMRCL this Agreement need not be terminated, BMRCL may at its discretion recover compensation from the Parking Contractor up to the limit of the security deposit of the License. The decision of BMRCL in this respect will be final and binding on the parking contractor.

12. Duration, Termination and Renewal

- (i) That the duration of the License shall be for a period of 3(three) years from the date of award.
- (ii) The Parking Contractor shall not terminate the license before the expiry of the period of the license except by giving 90 days notice in writing otherwise the Parking Contractor shall be liable to pay to BMRCL (without any demur or question) such amount of money as BMRCL may decide as due to it by the Parking Contractor. However, the license can be terminated by BMRCL by giving 90 days notice in writing without assigning any reason therefor, at any time.

- (iii) That notwithstanding anything elsewhere contained herein, it is hereby expressly agreed by and between the parties that the BMRCL will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:-
- the Parking Contractor is in breach of its responsibilities and obligations under this Agreement and has not rectified them having been given 15 days written notice by the BMRCL or
 - if the Parking Contractor has a winding up or administration order made in relation to it, or
 - if the Parking Contractor enters into a composition with its creditors pursuant to liquidation proceedings, or in the event that the Parking Contractor enters into an arrangement with its creditors for repayment of debt; or
 - if the Parking Contractor suffers a change of control whereby a third party either directly or indirectly, jointly or on its own, comes in control of 51% or more of the Parking Contractors' equity or management control.
 - If the BMRCL's reputation is damaged through dealings with the third parties.
- (iv) In the event of termination of License as provided hereinabove, BMRCL shall always be entitled to and shall have power, at its absolute discretion to re-occupy forthwith the said premises without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waiver of breach thereof.
- (v) On expiry of the license period or on termination of the license by BMRCL on account of any breach on the part of the Parking Contractor, the Parking Contractor shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any, provided by BMRCL. Further, Parking Contractor shall remove his/their goods and other materials from the premises immediately, failing which BMRCL reserves its right to remove such goods/materials at the cost & risk of the Parking Contractor and demand payment for such removal. If such payment is not made within 10 days, BMRCL shall be at liberty to dispose off the goods/materials of the License by public auction to recover the cost. The Parking Contractor shall not be entitled to raise any objection in such an eventuality.
- (vi) In the event of any default, failure, negligence or breach, in the opinion of BMRCL on the part of the Parking Contractor in complying with all or any of the conditions of the license agreement, BMRCL will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the Parking Contractor for due performance of Agreement.

13. Indemnity

- (i) That the Parking Contractor hereby agrees to indemnify the BMRCL and hold him harmless from all claims, demands, damages, actions, costs and charges to which the BMRCL may become subject to or which it may have to pay or be held liable therefor, by reason of any injury to persons, reputation or property suffered or sustained by any third party or an agent or employee of the BMRCL or arising out of any activity or negligence or omission of the Parking Contractor or its agents or employees while in or about the licensed premises or other premises of the BMRCL.

- (ii) The Parking Contractor undertakes to indemnify the BMRCL against any loss, claim, costs, damages to, or diminution of, its business and goodwill, or any third party claims or proceedings brought against the BMRCL as a result, direct or indirect, of any prejudicial business practices of the Parking Contractor or any misrepresentation of its relationship with the BMRCL. This indemnity shall be without prejudice to any other rights and remedies, which the BMRCL may have under the law.

14. Registrations and Permissions

The Parking Contractor shall obtain necessary registrations with appropriate authorities-Local authorities or other authorities and shall obtain all permissions and licenses, as may be required under the applicable laws and shall be solely liable for all violations and contraventions respecting its business and the BMRCL shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Parking Contractor.

15. Rates and Taxes

The Contractor shall pay all rates taxes and assessments whatever payable or hereafter to become payable to the Government or Municipality in respect of the said Parking Lot.

16. Contract Labour (Regulation & Abolition) Act, 1970

- (i) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the BMRCL from and against any claims under the aforesaid Act and the Rules.
- (ii) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the license and continue to have a valid license until the completion of the license. Any failure to fulfill this requirement shall attract the penal provisions of the license arising out of the resultant non-execution of the license.
- (iii) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall notwithstanding the provisions of the license to the contrary, cause to be paid the wages to labour indirectly engaged on the license including any engaged by his Sub-Contractors in connection with the said license, as if the labour had been immediately employed by him.
- (iv) In respect of all labour directly or indirectly employed in the license for performance of the Contractor's part of the license, the Contractor shall comply with or cause to be complied with the provision of the aforesaid Act and the Rules wherever applicable.

17. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the BMRCL is obliged to pay any amount of wages to workman employed by the Contractor or his Sub-Contractor in execution of the license or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the

contingent liability of the Contractor due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the BMRCL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the BMRCL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and / or from any such dues by the BMRCL to the Contractor whether under the license or otherwise. The BMRCL shall not be bound to contest any claim made against it under Sub-section (1) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the BMRCL full security for all costs for which the BMRCL might become liable in contesting such claim. The decision of the BMRCL regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

18. Wages to Labour

The Contractor shall comply with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under) in respect of any employees employed or engaged by him for carrying out the commercial license.

19. Limitation of Liability

- (i) The BMRCL shall in no way be liable for the any losses or claims arising out of untoward incidents like theft, fire, riots, floods, natural calamities etc.
- (ii) In case the Parking Contractor suffers any loss on account of it being unable to carry on its business or restrained by the BMRCL for contravention of any of the terms and conditions, subject to which this license is granted, the Parking Contractor shall have no claim on the BMRCL.

20. Parties to the Agreement and third parties

This agreement is between the BMRCL and the Parking Contractor and any third party shall have no right or benefit under this agreement.

21. Clarifications, Disputes and Settlement

- (i) That in case of any dispute arising between the BMRCL and the Parking Lot Contractor, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who will be appointed by the Managing Director, BMRCL for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. It will be no bar that Arbitrator appointed as aforesaid is or has been an employee of BMRCL and the award of the arbitrator will not be challenged or be open to question in any court of law on this account.
- (ii) Both the parties hereto agree to be bound by the decision of the arbitrator and that the decision of the arbitrator shall be final and conclusive and not open to any challenge or review. Both the parties hereto expressly agree that the appointment of any person as arbitrator would not be invalidated or the decision of the arbitrator would not be vitiated merely on the ground of his/her being associated with BMRCL as one of the officers or in any other capacity whatsoever.

- (iii) The Arbitrator shall make speaking award, claim wise.
- (iv) Interest, if any awarded shall be applicable from the date of making of the award only.

22. Jurisdiction

In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the Courts shall be Bangalore.

23. Force Majeure

- (i) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirements of this agreement is due to circumstances beyond the control of the BMRCL or the Parking Contractor.
- (ii) If because of any strike or lockout either in the BMRCL or in the Local area, the Parking Contractor is unable to function or his business is affected, BMRCL shall not be liable for any loss, which the Parking Contractor may suffer in such an event. However, rebate in the license fee due to natural calamities may be granted as per the merit of the case and policy laid down by BMRCL from time to time.

24. Waiver

- (i) There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving party.
- (ii) No omission or delay on the part of any party thereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. This rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

25. Notices

Any notice which is required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out above or such other address as the recipient may designate by notice. Notices may be delivered by pre-paid post, receipted email or facsimile transmission and will be deemed to have been served, if by post, three business days after posting and, if by facsimile transmission or email, when dispatched or, if such day of delivery is not a business day, on the next following business day.

26. Transferability, Assignment and Sub-contracting

- (i) The Parking Contractor does not have the right to transfer the benefit of this Agreement or to delegate any obligations to a third party without the prior written consent of the BMRCL.

- (ii) The Parking Contractor shall not, unless with the written consent of BMRCL, create a sub-contract of any description with regard to this License or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.

PARKING CONTRACTOR

For & on behalf of

M/s _____

Name & Designation

Witness:

1.

2.

RAYI BMRCL

SAFETY, HEALTH AND FIRE PREVENTION

1. STANDARD SAFETY CLAUSES:

- (i) Six 9 liters capacity water type extinguishers and two 4.5 kgs CO2 extinguishers shall be installed.
- (ii) Battery operated emergency light shall be provided in shops.
- (iii) Storing of liquid fuel of any type is strictly prohibited.

2. STANDARD HEALTH CLAUSES:

- (i) The Licensed premises, structures and installations thereon shall be kept in clean and sanitary condition by the Parking Contractor to the satisfaction of the BMRCL or of any Officer nominated by him in this behalf.
- (ii) The Officer authorised by BMRCL may, without notice enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Parking Contractor.
- (iii) All instructions given by the Officer authorised by the BMRCL, in the maintenance of public health of the building and vicinity thereof including sanitation control and prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Parking Contractor and his agents and employees.
- (iv) The Parking Contractor shall notify to the Officer nominated by BMRCL if any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Officer nominated by BMRCL may order medical inspection of the sick person or any person who is suspected to have been in contact with the person by such agency as he may direct and take any precautionary and preventive measures considered necessary.
- (v) The Parking Contractor, his agent and employees shall not without consent of the Officer nominated by BMRCL interfere with injure, destroy or render useless any work executed or any material of things placed in, under or upon any land or building by or under the orders of such Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- (vi) The Parking Contractor, his agents and employees shall not abuse the water sources and drainage facilities provided in the building so as to create a nuisance or insanitary situation prejudicial to public health.
- (vii) In the event of any default, failure, negligence or breach in the opinion of the BMRCL on the part of the Parking Contractor in complying with either of these conditions specified in foregoing sub-clauses (1) to (6), the BMRCL will be entitled and be at liberty to determine the License forthwith and resume possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Parking Contractor for the due performance of the License.

3. FIRE PREVENTION CLAUSES:

- (i) The Parking Contractor shall install, at his own cost Six 9 liters capacity water type extinguishers and two 4.5 Kgs CO2 Fire Extinguishers, in the premises under the license.
- (ii) The Parking Contractor hereby covenants not to keep or cause any obstruction in the exit and escape routes in the premises under license.
- (iii) The Parking Contractor undertakes to provide adequate number of 'waste bins' with proper lids, in the appropriate places of the premises under this license.
- (iv) The Parking Contractor hereby undertakes not to obstruct the location of fire points, fire extinguishers, fire hydrants, detectors and other operating points of any fire protection system.
- (v) The Parking Contractor shall not exceed the loading limits of power source as specified by the BMRCL and shall not do any loose or temporary connections in the Building.
- (vi) The Parking Contractor undertakes to educate the people to be deployed in respect of this license to be more conversant with emergency, evacuation procedure and handling of portable firefighting equipment.
- (vii) The Parking Contractor shall submit the premises for inspection of fire prevention measures every year and the recommendations made by inspecting officer shall be complied with by the Parking Contractor.
- (viii) Parking Contractor should get their electrical circuit tested before the commencement of the service and submit the test report to the General Manager (Operations) Reach I, BMRCL. If any defect is noted, it should be rectified then and there and the compliance report should also be furnished.
- (ix) Appropriate housekeeping measures should be undertaken at all the times to keep the premises and in and around the premises leased out neat, clean and free from any garbage and disposable materials.

PARKING CONTRACTOR

For & on behalf of

M/s _____

Name & Designation

Witness:

1.

2.

DRAFT LICENSE AGREEMENT

Subject: License for operating parking lot at Baiyappanahalli and Swami Vivekananda Road Namma Metro Rail Stations in Reach-1

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 for operating parking lot at Baiyappanahalli and Swami Vivekananda Road Namma Metro Rail Stations in Reach-1 so as to provide parking facilities to the commuters and staff of BMRCL 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 operating parking lot at Baiyappanahalli and Swami Vivekananda Road Namma Metro Rail Stations in Reach-1 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)** year 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 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 -----.
3. That in addition to the above said license fee, Licensee shall pay every month in advance Rs.----- towards utilities provided like light and power connection. The licensee is permitted to have a separate sub-meter and discharge the electricity charges directly to the Electricity Company.
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 at Bangalore.

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 has furnished an unconditional and irrevocable Performance Security in the form of Bank Guarantee No. _____ dated _____ in favour of Bangalore Metro Rail Corporation Limited for an amount Rs. _____ equal to 4 months license fee for due performance by Parking Contractor of the terms and conditions of the contract/license agreement.
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 Performance Security 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 Performance Security 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 Performance Security or part thereof which has not been forfeited as aforesaid, to the licensee, without interest.
9. That the Licensee shall deposit in Cash or Demand Draft as Security Deposit towards **Electricity Charges** equivalent to 3 (three) months electricity consumption charges calculated and advised by BMRCL. The Security Deposit shall be refunded without interest at the end of the contract period or on termination of the agreement after adjusting all dues recoverable from the Parking Contractor including but not limited to the cost of repair of any damages to any part of the licensed premises. This is without prejudice to the rights of the BMRCL to recover in any other manner from the Parking Contractor any claims or damages or other dues as provided in this agreement.
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 like marking specific areas for the different class of vehicles shall be done by the Contractor within three weeks after the signing of the agreement.
13. 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.
14. BMRCL reserves to itself the right to change the location of parking lot described in the schedule of premises at any time and may at its discretion issue a notice to the Licensee to shift the parking lot to an alternative space within such period as stated in the notice. In such a case, the Licensee shall be bound to shift the parking lot 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 parking lot to the alternative location within such time mentioned in the notice, BMRCL shall remove the parking equipment/gates etc from the location and store it elsewhere. The cost of disconnection and storage will be charged to the licensee.

15. The Licensee shall use the premises as indicated in Schedule-I to this agreement for the bonafide purpose as provided in the Agreement for the use of all commuters and bona fide visitors to the Metro Station and Officers and Staff of the Bangalore Metro Rail Corporation Limited, and for no other purpose.
16. The Licensee shall not erect or display any advertisement or signboards except as specified in the bid document.
17. 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 parking lot 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.
18. The licensee shall charge parking charges as per the details in Schedule II to this 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 Ltd

RAVI BMRCL

(Signature of the Licensee)

Signed by for and on behalf of _____

In the presence of:

Witnesses:

1)

2)

SCHEDULE - I

Sl. No.	Location of parking lot	Area (aprox) provided for parking of vehicles	Reference
1.	Baiyappanahalli Station	2600 Sq Meters	Annexure V (a)
2.	Swami Vivekananda Road Station	2500 Sq Meters	Annexure V (b)

Schedule - II

Class of Vehicles	License fee		
	For the First Four hours.	For every subsequent hour or part thereof	Maximum parking charges for the day
Cars/Jeep	Rs. 20/-	Rs. 5/-	Rs.50/-
Motor Cycles/ Two wheelers	Rs. 5/-	Rs.3/-	Rs. 25/-
Bicycles	Re. 1 per hour subject to a maximum of Rs.5/- per day.		

Note: Day means the starting to closing hours of the Metro Service each day

TECHNICAL BID**Tender No. BMRCL/O&M/PKG/01**

1. Name of the Applicant : _____

2. Address of the Applicant : _____

3. Constitution : _____
4. Contact Person : _____
- Telephone no. : _____
- Mobile No. : _____
5. Fax No. : _____
6. Email Address : _____
7. No. of Total Staff : _____
8. Year from which the Applicant : _____
is in the business as Parking
Contractor
9. Details of Parking Contracts
operated (in 'Annexure IA' attached) _____
10. History of non-performing contracts _____
11. Pending Litigation _____
12. I/we have carefully read and understood the terms and conditions of the License as contained in Tender Document issued by the Bangalore Metro Rail Corporation Limited (herein after called BMRCL) including the following:
- a. Earnest Money Deposit 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.
 - b. 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 under the control of BMRCL, for a period of three years.

- c. In case the documents submitted by me/my/our firm along with tender are found inadequate/false/incorrect, my/our tender will be liable to be rejected without assigning any reasons. In addition, BMRCL reserves its right to forfeit my/our EMD and debar me/my/our firm from participation in the further tender of BMRCL
- d. BMRCL reserves itself the right to reject the conditional offer without assigning any reason thereto.
- e. 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 and the applicant shall be bound to provide the service at the rate quoted.

Date:	_____	Applicant/	_____
		Authorized Signatory:	
Place:	_____	Name	: _____
		Office Seal	: _____

Witness:-

(1)

(2)

Note :- Attach separate sheets wherever necessary.

Tender No. BMRCL/O&M/PKG/01

Details of Experience

Sl. No.	Details and Location of Parking Site	Name of Awarding Body	Operating since	Current license period	Annual License Fee (Rs.)	No. of Staff
1.						
2.						
3.						
4.						
5.						

Date: _____

Applicant/ _____

Authorized Signatory:

Place: _____

Name : _____

Office Seal : _____

CERTIFICATE

It is certified that the information furnished herein and as per the documents submitted is true and correct and nothing has been concealed or tampered with. I/We have gone through all the conditions of tender and am/are liable to any punitive action, as mentioned in the terms & conditions of the tender, for furnishing false information/ documents.

Date:	_____	Signature Applicant :	_____
Place:	_____	Authorised Signatory:	_____
		Name :	_____
		Office Seal :	_____

RAVI BMRCL

Tender No. BMRCL/O&M/PKG/01

FINANCIAL BID

The License fees (net of all taxes and duties) for running the Parking Lot is offered as under: -

Amount of Annual License Fee		
Location	(Amount in Figures)	(Amount in Words)
Baiyappanahalli Station		
Swami Vivekananda Road Station		

Date: _____ Signature : _____
Place: _____ Authorised Signatory : _____
Name : _____
Office Seal : _____

Note:

1. Overwriting of rates should be avoided. Tenderer must initial any cutting and rewriting of rate.
2. Rate should be quoted in figures and words. Rates in words shall prevail if there is an ambiguity between figures and words quoted.
3. No any other documents are to be given in this bid.
4. The tenderer will be responsible to pay and comply with statutory obligations.
5. Over and above the annual license fee quoted, the selected licensee shall pay Service Tax as applicable.
6. **The total amount of bid for the purpose of evaluation will be arrived by adding annual license fee quoted for Baiyappanahalli station multiplied by 3 (three) and annual license fee quoted for S V Road station multiplied by 1 (one).**

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To:
The Managing Director,
Bangalore Metro Rail Corporation Limited,
3rd Floor, "BMTC complex"
Shantinagar,
Bangalore 560 027
India

Dear Sir,

BANK GUARANTEE FOR PERFORMANCE SECURITY - OPERATING PARKING LOT AT BAIYAPPANAHALLI AND SWAMI VIVEKANANDA ROAD NAMMA METRO RAIL STATIONS IN REACH-1

WHEREAS

Mr. / Ms/ Mrs. _____ s/o / d/o / w/o _____ r/o _____

or

M/s. _____, a proprietorship firm with Mr. /Ms / Mrs. _____ s/o /d/o / w/o _____ r/o _____ as proprietor

or

M/s _____, a partnership firm having its head office at _____ and having the following partners

- 1.
- 2.
- 3.
- 4.

or

M/s _____ a company registered under the Companies Act, 1956, having its registered and corporate office at _____,

(hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (hereinafter, referred to as "Contract") with you BMRCL for managing Parking Lot for a period of one years as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract, M/s. _____(name of Parking Contractor) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of Rs. (in words and figures) and guarantee the due performance by our constituent as per the Contract and we do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till (date), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the..... (date to be specified).

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against BMRCL; and

- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) upto but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will enure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs. (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding

any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed to Rs. (in words and figure);

This Performance Bank Guarantee shall be valid up to the tenure of the contract plus THREE months for the Total Services in the contract; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (date)

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2011.

Yours faithfully,

For and on behalf of the Bank,

(Signature)
Designation
(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ACCEPTANCE OF BMRCL TENDER CONDITIONS

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

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

Sir,

Sub: Tender for operating parking lot at Baiyappanahalli and Swami Vivekananda Road Namma Metro Rail Stations in Reach-1.

- 1) The tender documents for operating parking lot at Baiyappanahalli and Swami Vivekananda Road Namma Metro Rail Stations in Reach-1 for a period of 3 (three) years has been sold to me/us by BMRCL 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 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

**SITE PLAN OF
BAIYAPPANAHALLI STATION**

RAVIBMRCL

**SITE PLAN OF
SWAMI VIVEKANANDA ROAD STATION**

RAVIBMRCL