



LUCKNOW METRO RAIL CORPORATION LIMITED

Administrative building, Vipin Khand, Gomti Nagar, Lucknow - 226010

E-mail id- cecontractlmrc@gmail.com

No. LMRC/PD/LKPD-02

Date: 06/03/2019

To,
All bidders.

Subject: - Addendum-2 for tender LKPD-02.

Ref: - (i) **Tender LKPD-02:** RFP for developing, setting up, operating and maintaining 1) Food Courts, 2) Cafe Outlets, & 3) Convenience Store Outlets, through licensing of commercial spaces at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

(ii) **Addendum-1** issued vide letter no. LMRC/PD/LKPD-02 dated 12.02.2019.

(iii) **Notice-1** issued vide letter no. LMRC/PD/LKPD-02 dated 27.02.2019.

Dear Sir,

Please find enclosed herewith the Addendum-2 to the tender document for tender LKPD-02 along with its summary sheet.

Further, the tender submission/Opening dates are revised as below:

- Bid Document on sale : **Extended from 06.03.2019 to 13.03.2019.**
- Last date of Seeking Clarification : **14.03.2019**
- Pre- Bid Meeting : **14.03.2019 @ 1500 Hrs**
- Last date of issuing addendum : **18.03.2019**
- Date & Time of Submission of Tender : **25.03.2019 up-to 15:00 Hrs.**
- Date & Time of Opening of Tender : **25.03.2019@ 15:15 Hrs.**

Enclosure: As Above

Chief Engineer/Contract



Summary Sheet of ADDENDUM No.-2: Contract LKPD-02

Contract LKPD-02: RFP for developing, setting up, operating and maintaining 1) Food Courts, 2) Cafe Outlets, & 3) Convenience Store Outlets, through licensing of commercial spaces at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as																									
1	Chapter I : Notice Inviting Tender (NIT) of Tender Document, Page 1R1 to 7.	<p>Notice Inviting Tender (NIT)</p> <ul style="list-style-type: none"> - Clause 4 (iv) : Key details - Clause 8, 9 & 10 : Category-2 of commercial spaces - Clause 12 : Minimum Eligibility Criteria & its Notes - Clause 16 (b) : License Model 	<p>Please refer revised Notice Inviting Tender (NIT) in following clauses are modified</p> <ul style="list-style-type: none"> - Clause 4 (iv) : Key details - Clause 8, 9 & 10 : Category-2 of commercial spaces - Clause 12 : Minimum Eligibility Criteria & its Notes - Clause 16 (b) : License Model 	Annexure-1, Pg. 1R2 to 7R1																									
2	Clause 9 of Chapter IV, Page 16 to 17	<p>Brief particulars of the concessionaires are as follows (Type of concession for all concession for all the categories is Quoted MMG (above or equal to Reserve MMG) or Revenue Sharing , whichever is higher)-</p> <p>Table under Clause-9.</p>	<p>Brief particulars of the concessionaires are as follows (Type of concession for all the categories is Quoted MMG (above or equal to Reserve MMG) or Revenue Sharing , whichever is higher)-</p> <p>Revenue Share model is deleted from the table & Revenue Share %age of each category under table is changed to 0% . Additional Spaces under Category-2 is are added as below:</p> <table border="1"> <thead> <tr> <th>Shop No.</th> <th>Metro Station</th> <th>Location</th> <th>Area (in Sq. Ft.)</th> <th>Reserve MMG</th> </tr> </thead> <tbody> <tr> <td>CS-5</td> <td>Charbagh</td> <td>Ground Floor</td> <td>656</td> <td>1,77,000.00</td> </tr> <tr> <td>CS-6</td> <td>Hazratganj</td> <td>Concourse-Unpaid</td> <td>1929</td> <td>3,35,000.00</td> </tr> <tr> <td>CS-7</td> <td>KD Singh Stadium</td> <td>Ground Floor</td> <td>601</td> <td>64,000.00</td> </tr> <tr> <td>CS-8</td> <td>Vishwavidyalaya</td> <td>Ground Floor</td> <td>526</td> <td>36,500.00</td> </tr> </tbody> </table>	Shop No.	Metro Station	Location	Area (in Sq. Ft.)	Reserve MMG	CS-5	Charbagh	Ground Floor	656	1,77,000.00	CS-6	Hazratganj	Concourse-Unpaid	1929	3,35,000.00	CS-7	KD Singh Stadium	Ground Floor	601	64,000.00	CS-8	Vishwavidyalaya	Ground Floor	526	36,500.00	Annexure-2, Pg. 16R1 to 17R1
Shop No.	Metro Station	Location	Area (in Sq. Ft.)	Reserve MMG																									
CS-5	Charbagh	Ground Floor	656	1,77,000.00																									
CS-6	Hazratganj	Concourse-Unpaid	1929	3,35,000.00																									
CS-7	KD Singh Stadium	Ground Floor	601	64,000.00																									
CS-8	Vishwavidyalaya	Ground Floor	526	36,500.00																									
3	Clause 11 of Chapter-V, Page No. 19 to 20	<p>11. The basic requirements for operating the coffee/tea outlet include the following.....</p>	<p>Refer revised pages.</p> <p>Clause is revised as:-</p> <p>11.1 The basic requirements for operating the coffee/tea outlet include the following.....</p> <p>Additional Clause is added as 11.2</p> <p>11.2 The basic requirements for operating the Quick Service Restaurant (QSR) include the following:-</p> <p>.....Refer revised page.....</p>	Annexure-3 (Page 1 of 4 & 2 of 4), Pg. 20R1 to 21R2																									



S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as
4	Clause 32.1 of Chapter-V, Page No. 22	32.1 License Fee for the each month shall be higher of: Minimum Monthly Guarantee (MMG) License fee quoted by bidder for the space, OR Fixed Revenue share earmarked for the space. Note: i. Revenue Share % shall be applicable for the entire tenure of Contract. ii. Escalation: The quoted Minimum Monthly Guaranteed (MMG) License fee is subjected to yearly escalation as defined below:- a. First Two years starting from rent commencement date/month - NIL b. Third Year starting from rent commencement date/month - 10% c. Fourth Year (starting from rent commencement date/month) onwards up to ninth year - 7.5%	32.1 License Fee for the each month shall be higher of: Minimum Monthly Guarantee (MMG) License fee quoted by bidder for the space, -OR Fixed Revenue share earmarked for the space. Note: i. Revenue Share % shall be applicable for the entire tenure of Contract. - Deleted. ii. Escalation: The quoted Minimum Monthly Guaranteed (MMG) License fee is subjected to yearly escalation as defined below:- a. First Two years starting from rent commencement date/month-NIL b. Third Year starting from rent commencement date/month -10% c. Fourth Year (starting from rent commencement date/month) onwards up to ninth year-7.5% Every three (3) years, the fixed License fee shall be escalated by 15% on compounding basis.	Annexure-3 (Page 3 of 4), Pg. 22R1
5	S. No. b, c, d, & e under Note iii. of Clause 32.1 of Chapter-V, Page No. 22	b. At the end of Deleted c. In case the Deleted d. Concessionaire shall prepare separate Quaterly Deleted e. Concessionaire shall prepare separate Annual..... Deleted	b. At the end of Deleted c. In case the Deleted d. Concessionaire shall prepare separate Quaterly Deleted e. Concessionaire shall prepare separate Annual Deleted	
6	Clause 32.2, 32.3 & 32.4 of Chapter-V, Page No. 22 to 23	32.2 Definition of Revenue 32.3 At the end of each 32.4 Licensee will submit.....	32.2 Definition of Revenue- Deleted 32.3 At the end of each Deleted 32.4 Licensee will submit Deleted	Annexure-3 (Page 3 of 4 to Page 4 of 4), Pg. 22R1 to 23R1
7	second para of Clause 16 (c) of Chapter VII, Page 33	Above 3 sealed envelopes are to be put in one big envelope super scribed with Notice Inviting Bid No "LKPD-02" followed by "Category" for which the bid is made i.e. "1) Food Court" OR "2) Coffee/Tea Outlets" OR "3) Convenience Store Outlets". This packet shall be addressed to:	Above 3 sealed envelopes are to be put in one big envelope super scribed with Notice Inviting Bid No "LKPD-02" followed by "Category" for which the bid is made i.e. "1) Food Court" OR "2) Coffee/Tea/QSR Outlets" OR "3) Convenience Store Outlets". This packet shall be addressed to:	Annexure-4, Pg. 33R1
8	Annexure-1 of Tender Document, Page 38	Details of spaces to be licensed	Additional Spaces under Category-2 is are added as below: Shop No. Metro Station Location Area (in Sq. Ft.) Drawing No CS-5 Charbagh Ground Floor 656 9a CS-6 Hazratganj Concourse-Unpaid 1929 9b CS-7 KD Singh Ground Floor 601 9c Stadium CS-8 Vishwavidyalaya Ground Floor 526 9d	Annexure-5, Pg. 38 R1 & Annexure-6, Pg.47a to 47d



S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as
9	Annexure-3 : Letter Comprising the Proposal of Tender Document, Page 56	Word 'Coffee/Tea Outlets' in subject & para 1 of letter.	Word 'Coffee/Tea Outlets' is replaced by ' <u>Coffe/Teal/QSR Outlet</u> ' in subject & para 1 of letter.	Annexure-7, Pg. 56 R1
10	Annexure-7 of Tender Document, Page 63 to 65	Technical Bid Form	Please refer revised Technical Bid form .	Annexure-8, Pg. 63R1 to 65R1
11	Annexure-7(A) & 7(B) of Tender Document, Page 67 to 68	Annexure-7(A):- Word 'Coffee/Tea Outlets' in Heading of Annexure. Annexure-7(B):- Table under Clause B.	Annexure-7(A):- Word 'Coffee/Tea Outlets' is replaced by ' <u>Coffe/Teal/QSR Outlet</u> '. Annexure-7(B):- Please refer revised Table under Clause B. Requirement for 'Total revenue from Coffee/Tea Outlet Business' is deleted. Please refer revised table under Financial Bid form .	Annexure-9, Pg. 67R1 to 68R1
12	Annexure-8 of Tender Document, Page 69 to 70	Table under Clause 3 of Financial Bid Form .	Please refer revised table under Financial Bid form .	Annexure-10, Pg. 69R1 to 70R1
13	Clause 3.26 of Article 3 of Draft License Agreement, Page No. 108	Sub-Clauses A, B & C.	Please refer revised sub-clauses of Clause 3.26	Annexure-11, Pg. 108R2
14	Clause 5.1.1.3 of Article 5 of Draft License Agreement, Page No. 114 to 115	Sub-Clauses A, B, C & D.	Please refer revised sub-clauses of Clause 5.1.1.3.	Annexure-12, Pg. 114R2 to 115R1
15	Annexure-1 of Draft License Agreement, Page No. 144	Description of commercial Space(s) with are.	Additional Spaces under Category-2 is are added. Please refer revised Annexure.	Annexure-13, Pg. 144R1



I. NOTICE INVITING TENDER (NIT) - Revised

GENERAL

- 1) Lucknow Metro commenced commercial run for priority stretch, Transport Nagar to Charbagh/8 stations, on 6th September 2017. Stretch opened to public though limited in length, it's popular and Ridership crossed 40,000 mark in the first week of its operation. It is expected that it could touch 75000 to 100000 daily passengers in 2019
- 2) The full North-South (N-S) corridor is expected to be commissioned before April-2019 i.e. from CCS Airport to Munshipulia consisting of 21 No. of Metro Stations. When full North South (N-S) corridor gets ready it'll have great utility and immense serviceability, its ridership then, has been assessed to be a few lakhs of commuters daily.
- 3) In order to fulfil its mandate to raise non-fare box revenue through value capture from its real estate etc., Lucknow Metro Rail Corporation (LMRC) Ltd. invites Open bid in two packet Bidding Process from eligible applicants, who fulfil qualification criteria as stipulated in Clause 12 below, through tender "**LKPD-02: RFP for developing, setting up, operating and maintaining 1) Food Courts, 2) Coffee/Tea/ Outlets, & 3) Convenience Store Outlets, through licensing of commercial spaces at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.**"
- 4) **Key Details:**

i.	Bid No.	LKPD-02
ii.	License Period	9 Years
iii.	Bid documents on sale	From 15.01.2019 to 05.02.2019 & extended from 06.03.2019 to 13.03.2019 (between 09:30 Hrs. to 17:30 Hrs.) on working days.
iv.	Cost of bid documents	Rs. 5900/- (inclusive of 18% GST) (Demand Draft on a Scheduled Commercial bank based in India in favour of " Lucknow Metro Rail Corporation Ltd. " payable at Lucknow.)
v.	Last date of Seeking Clarification	06.02.2019 14.03.2019
vi.	Pre-Bid meeting	06.02.2019 14.03.2019 @ 1500 Hrs
vii.	Last date of issuing addendum	11.02.2019 12.02.2019 18.03.2019
viii.	Date & time of Submission of Tender	14.02.2019 28.02.2019 25.03.2019 up-to 15:00 Hrs.
ix.	Date & time of opening of Tender (Technical Bid)	14.02.2019 28.02.2019 25.03.2019 @ 15:15 Hrs.
x.	Financial Bid Opening Date	Will be notified after the technical bid opening process.
xi.	Validity of Bid document	180 days from date of submission of bid.
xii.	Authority and place for purchase of bid documents, seeking clarifications and submission of completed tender documents	Chief Engineer / Contract, Lucknow Metro Rail Corporation, Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow - 226010. (Email: cecontractlmrc@gmail.com)



5) Cost of Tender Document as mentioned in 4(iv) above shall be accepted in the form of Demand Draft in favour of "Lucknow Metro Rail Corporation Ltd." payable at Lucknow.

6) **Eligible Applicants:**

(i) Tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, who meet requisite eligibility criteria prescribed in the Clause 12 below. **Joint Ventures/Consortiums are not allowed to participate in the bidding process.**

(ii) A tenderer shall submit only one bid in the same tendering process.

(iii) Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;

b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or

c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

(iv) A firm, who has purchased the tender document in their name, shall be one who has the experience of Food & Beverage (F&B) / Retail business

(v) The Tenderer/applicant must not have been blacklisted or debarred as on the due date of submission of bid by Government of India/ State Government / Government undertaking from participating in the tenders. The tenderer shall submit a "Verification Statement" to this effect as per proforma placed at **Annexure-2**.

7) Suitable Financial/technical strength and an aptitude is essential to fall in line and match with the aesthetics and standards for conduct of business demonstrated by LMRC on its Metro stations.

8) The Commercial spaces offered in metro stations are under three categories i.e. **1) Food Court, 2) Coffee/Tea/Quick Service Restaurant (QSR) Outlets & 3) Convenience Store Outlets. One can bid for any single/multiple/all spaces together under category 1) & 2). However for category 3), one has to bid of all spaces together.**

9) Basic definition of these commercial spaces as listed in previous clause described in brief as below:

Category 1) - Food Court:- A foodcourt is generally an indoor plaza or common area within a facility which is contiguous with the counters of multiple concepts/brands and provides an area for self-service diner. Separate display counters and inventory area for each concept is envisaged. Adequate seating should be available in the foodcourt so as to serve all customers during the peak hours.

Category 2) - Coffee/Tea/Quick Service Restaurant (QSR)

Outlets:- A Coffee/Tea Outlet is an establishment which primarily serves a variety of drinks i.e. coffee, coffee related drinks (latte, cappuccino, espresso) or tea and other light refreshments. It also serves some variety of precooked food, which includes light snacks, sandwiches, muffins or other pastries, samosas etc.

A QSR Outlet is a fast food establishments which offers limited menus and rarely service on the table but seating is generally available. QSR restaurants generally provide readymade food like burgers, pizzas, sandwiches, wraps, burritos, rolls, Chinese cuisine, Indian fast food, cooked food (Veg/Non Veg) like North Indian, South India, Italian, Continental etc.

Category 3) - Convenience Store Outlets:- A convenience store is a retail business with primary emphasis placed on providing the public a convenient location to quickly purchase from a wide array of consumable products like books, stationery, magazines, newspapers and confectionery, water and other non-alcoholic cold beverages and souvenirs.

10) The Details of Spaces along with approximate area and Bid security is tabulated below:

Shop No.	Metro Station	Location	Area (approx.) (Sq. ft.)	Bid Security (in Rupees)
Category 1) FOOD COURT				
FC-1	Charbagh	Concourse – Unpaid	3028	6,30,000.00
FC-2	Sachivalaya	Concourse – Unpaid	2596	5,23,000.00
FC-3	Hazratganj	Concourse – Unpaid	3294	11,66,000.00
FC-4	Lekhraj	Concourse – Unpaid	2422	4,58,000.00
FC-5	RS Mishra Nagar	Concourse – Unpaid	2507	3,66,000.00
Category 2) COFFEE/TEA/QSR OUTLETS				
CS-1	Charbagh	Ground Floor	917	5,36,000.00
CS-2	Sachivalaya	Concourse – Unpaid	1112	3,08,000.00
CS-3	Hazratganj	Concourse - Unpaid	932	4,20,000.00
CS-4	IT-College	Ground Floor	1088	2,01,000.00
CS-5	Charbagh	Ground Floor	656	3,82,000.00
CS-6	Hazratganj	Concourse - Unpaid	1929	7,24,000.00
CS-7	KD Singh Stadium	Ground Floor	601	1,38,000.00
CS-8	Vishwavidyalaya	Ground Floor	526	79,000.00
Category 3) CONVENIENCE STORE OUTLETS (CTN SHOPS)				
CTN-1	Alambagh	Concourse - Unpaid	345	6,88,000.00
CTN-2	Charbagh	Concourse – Unpaid	267	
CTN-3	Sachivalaya	Concourse - Unpaid	297	
CTN-4	Hazratganj	Concourse – Unpaid	233	
CTN-5	Vishwavidyalaya	Concourse – Unpaid	283	
CTN-6	IT-College	Concourse - Unpaid	190	
CTN-7	Lekhraj	Concourse – Unpaid	316	

11) Locations of above commercial spaces offered on Metro Stations are shown in drawings attached under Annexure-1.



12) **Minimum Eligibility Criteria:**

For demonstrating Technical & Financial Capacity, the Bidder shall satisfy each of the following criteria as tabulated below, under the respective category for which the bidder intends to bid for:-

Category	Technical Capacity	Financial Capacity
1) Food Court	<p>a) Bidder must be operating at least 2 Food courts across India (Each food court to have a minimum of 2 different *brands/**concepts) with common seating area.</p> <p>b) Bidder must be operating at-least 15 Nos. of food outlets across India.</p> <p>c) Bidder must be into Food & Beverage business for the last 5 years.</p> <p>d) The bidder must be currently operating at least one international brand or have an MOU to operate at least 1 international brand for in F&B business in India.</p>	<p>a) Company Annual Turnover from F&B business of not less than INR 20.00 Crores (INR Twenty Crores Only) for at-least 3 years out of last 5 audited financial years.</p>
2) Coffee/Tea Outlet/ QSR	<p>a) Bidder must be operating at least 20 Coffee/Tea/QSR Outlets across India.</p> <p>b) Bidder shall have presence of Coffee/Tea/QSR Outlets in at least 4 cities across India.</p> <p>c) Bidder shall have presence at 5 **Transit Locations across India.</p> <p>d) Bidder must be into Coffee/Tea/QSR business for the last 3 years.</p>	<p>a) Company Annual Turnover from F&B business of not less than INR 50.00 Crores (INR Fifty Crores Only) for at-least 3 years out of last 5 audited financial years.</p> <p>b) Company Total Revenue of minimum INR 15.00 Crores (INR Fifteen Crores Only) from Coffee/Tea Outlet Business for at least 3 years during last 5 audited financial years.</p>
3) Convenience Store Outlets	<p>a) Bidder must be operating at least 20 convenience store Outlets across India.</p>	<p>a) Company Annual Turnover from Retail business at transit locations of minimum INR 3.00 Crores (INR Three Crores Only) for at least 3 years out of last 5 audited financial years.</p>

Note:-

- **Any bidder willing to open a outlet in any of the three category above of a company / brand through a franchisee model will also be eligible subject to fulfilling following conditions -**

(i) **Company/Brand of whose outlet bidder is proposing to be opened through franchisee model should meet the above-mentioned criteria in the respective categories.**

(ii) **Bidder should submit along with its offer tender specific authorization/Franchisee Certificate from the authorized signatory of the Company/Brand of whose outlet bidder is intending to open.**

- ***Brand:** Brand shall mean a type of product manufactured by a particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence or a combination of these items that companies use



to distinguish their product from others in the market and for legal protection it is registered as a Trade Mark either in India or Abroad.

The brands classification is as under:

✓ International Brand-Registered outside India

Minimum of 5 owned or franchised outlets throughout the Country

Or

Minimum of 5 owned or franchised outlets outside the Country

✓ National Brand- Registered in India

Minimum of 5 owned or franchised outlets throughout the Country covering at least 3 cities

Or

Minimum of 3 owned or franchised outlets outside India.

- ****Transit Locations:-** A transit locations is a place where passengers can be seamlessly integrated amongst the various modes of transport available i.e. trains, metro rail, taxis, buses and auto rickshaws. The public transport hubs include the highway plaza, train stations, metro stations, bus stops, tram stops, airports and the ferry transfers.
 - *****Concepts:** A food concept is the overall idea or theme that defines the food type. Concepts include the the menu's design, palette,service style, dining room decor, and the style of food.Types of food concept include but not limited to North Indian,South Indian, Italian,Chinese,Chat,Fast food like burger,sandwich,pizza,Ice cream and juices etc
 - The tenderer shall submit details of Technical Capacity, in the Performa of **Annexure-7 & 7(A)**. Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.
 - The Bidder shall furnish the data for financial Capacity in the prescribed format as per **Annexure-7 & 7(B)**. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. Copies of Balance sheet for last five audited financial year shall also be provided.
- 13) Bidder has to submit all Forms, Annexes, along with supporting documents as per Clause 18 (b) below along with the Technical Proposal.
- 14) Bids shall be accompanied with Bid Security amount as indicated against each space offered, by means of a Bank Draft/ Demand Draft/ Pay Order drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of '**Lucknow Metro Rail Corporation Ltd.**' payable at Lucknow.
- 15) Applications received without due bid security amount shall be summarily rejected.
- 16) **Brief Description of Selection Process:-**
- a) LMRC has adopted a single stage selection process (the "Selection Process") in evaluating the Proposals, comprising Technical and Financial Proposals to be submitted as per the tender document. After receipt of Proposals, a technical evaluation will be carried out as specified in Clause 21.3 of Chapter VII. Based on this technical evaluation, a short-list of Qualified Bidders shall be prepared. Thereafter, the evaluation of Financial Proposal submitted by the Qualified Bidders will be carried out as specified in Clause 21.4 of Chapter VII. Financial Proposals will finally



be ranked and the Bidder who quoted highest Minimum Monthly Guaranteed (MMG) License Fee for the space (s) in the Financial Bid shall be selected for award of License.

- b) The License model shall be - Quoted MMG **License Fee** or amount derived from fixed Revenue Share percentage as defined in RFP, whichever is higher.
- 17) The bidders may obtain further information/ clarification, if any, in respect of these bid documents from the office of **Chief Engineer/Contract, Lucknow Metro Rail Corporation Ltd. (LMRC), Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010 (Email: cecontractlmrc@gmail.com)**
- 18) **Bid Submission:** The Bid shall contain following envelopes:
- a) **Envelope-1**, marked: '**Bid Security**', containing Full Bid Security Amount (for one/ two/multiple space as the case may be of required amount as mentioned against each spaces offered Clause 10 above).
- b) **Envelope-2**, marked '**Technical Bid**' containing following documents in Technical Bid
- Annexure - 2, 3, 4, 7, 7(A), 7(B), & 11 (all on Official letterhead of the bidder),
 - Power of Attorney for signing of application as per Annexure-5.
 - Unconditional acceptance to RFP Conditions as per Annexure-6 (if applicable)
 - Self-attested copies of the PAN Card and Goods & Services Tax (GST) Registration Certificate. In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.
 - Copies of audited balance sheets of Last five audited financial years i.e. FY 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18.
 - Copy of the complete Tender Document including Draft License Agreement (Annexure-14) and Addendum/ Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.
- c) **Envelope-3**, marked '**Financial Bid**': The Bidder shall quote the Minimum Monthly Guaranteed (MMG) License fee (INR) in the bid form in both words as well as figures as given in **Annexure-8**. If there is a discrepancy between words and figures, the amount in words shall prevail.

Above 3 sealed envelopes are to be put in one big envelope super scribed with Notice Inviting Bid No "**LKPD-02**" followed by "**Category**" for which the bid is made i.e. "**1) Food Court**" OR "**2) Coffee/Tea/QSR Outlets**" OR "**3) Convenience Store Outlets**". This packet shall be addressed to:

Chief Engineer/Contracts,
*Administrative Building,
Lucknow Metro Rail Corporation Ltd.
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,
Vipin Khand, Gomti Nagar, Lucknow-226010*

- 19) Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Only detailed, complete bidding documents, in a physical format and duly sealed envelopes, as mentioned above, received on Application due date prior to schedule time shall be taken as valid.



- 20) Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 21) Bids shall be valid for a period of **180 days** from the date of submission of bids.
- 22) **For any assistance to the prospective bidder, site visits to the spaces offered is proposed on 28.01.2019 to 30.01.2019 13.03.2019, requests of which shall reach to this office latest by 27.01.2019 10.03.2019 Email: cecontractlmrc@gmail.com.**
- 23) LMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the LMRC for rejection of his proposal.
- 24) Bids will be evaluated space/location wise in favour of H-1 bidder for Food Court & Coffee/Tea/**OSR** Shop Category. However, for Convenience Store Category evaluation will be cluster wise (for all spaces together) in favour of H-1 bidder.
- 25) The Concessionaire shall not sub-contract or grant sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part, except with the prior written intimation to LMRC. However, such sub-contract or sub-concession shall be co-terminus with the Concession Term.
- 26) This NIT has been prepared with a view to provide relevant information; parties may do their own due diligence; LMRC shall not be liable with regards to its accuracy, reliability or completeness.

**Chief Engineer/Contract,
Lucknow Metro Rail Corporation Ltd.**



IV. INTRODUCTION

1. Lucknow Metro commenced commercial run for priority stretch, Transport Nagar to Charbagh/8 stations, on 6th September 2017. Stretch opened to public though limited in length, it's popular and Ridership crossed 40,000 mark in the first week of its operation. It is expected that it could touch 75000 to 100000 daily passengers in 2019
- 2) The full North-South (N-S) corridor is expected to be commissioned before April-2019 i.e. from CCS Airport to Munshipulia consisting of 21 No. of Metro Stations. When full North South (N-S) corridor gets ready it'll have great utility and immense serviceability, its ridership then, has been assessed to be a few lakhs of commuters daily.
3. LMRCL is mandated to raise non-fare box revenue through value capture from its real estate etc. In this regard, commercial spaces available at some of the prominent metro stations are offered to interested bidders.
4. Further, some of these space being located at Charbagh Railway stations, Sachivalaya, and at Hazratganj; companies using these spaces get advantage of gaining popularity of their product in other cities where from/to passengers travel.
5. This is considered a valuable and scarce opportunity for setting up a popular outlet/shop at a prime location in the heart of city at place that has huge and incessant footfall, all year long.
6. Impeccable cleanliness and very hygienic operation is warranted.
7. Bidders are advised to visit the premises to satisfy themselves that the space(s) is (are) suitable for setting up their business.
8. Electric connection shall be provided by LMRC, on payment of required charges thereof. Electricity consumption shall be paid by the Licensee to LMRC at LESA rates.
9. Brief particulars of the concessionaires are as follows (Type of concession for all the categories is Quoted MMG (above or equal to Reserve MMG) or Revenue Sharing, whichever is higher)-

Shop No.	Metro Station	Location	Area (approx.)	Reserve MMG (Minimum Monthly Guarantee)	Revenue Sharing %age
			(Sq. ft.)	(in Rupees)	
Category 1) FOOD COURT					
FC-1	Charbagh	Concourse – Unpaid	3028	2,91,600.00	15% <u>0%</u>
FC-2	Sachivalaya	Concourse – Unpaid	2596	2,42,100.00	
FC-3	Hazratganj	Concourse – Unpaid	3294	5,40,000.00	
FC-4	Lekhraj	Concourse – Unpaid	2422	2,11,860.00	
FC-5	RS Mishra Nagar	Concourse – Unpaid	2507	1,69,673.00	

Category 2) COFFEE/TEA/QSR SHOPS					
CS-1	Charbagh	Ground Floor	917	2,47,992.00	16% 0%
CS-2	Sachivalaya	Concourse - Unpaid	1112	1,42,500.00	
CS-3	Hazratganj	Concourse - Unpaid	932	1,94,400.00	
CS-4	IT-College	Ground Floor	1088	93,096.00	
CS-5	Charbagh	Ground Floor	656	1,77,000.00	
CS-6	Hazratganj	Concourse - Unpaid	1929	3,35,000.00	
CS-7	KD Singh Babu Stadium	Ground Floor	601	64,000.00	
CS-8	Vishwavidyalaya	Ground Floor	526	36,500.00	
Category 3) CONVENIENCE STORE OUTLETS (CTN SHOPS)					
CTN-1	Alambagh	Concourse - Unpaid	345	3,18,442.00	18% 0%
CTN-2	Charbagh	Concourse - Unpaid	267		
CTN-3	Sachivalaya	Concourse - Unpaid	297		
CTN-4	Hazratganj	Concourse - Unpaid	233		
CTN-5	Vishwavidyalaya	Concourse - Unpaid	283		
CTN-6	IT-College	Concourse - Unpaid	190		
CTN-7	Lekhraj	Concourse - Unpaid	316		

INTERPRETATIONS

- Reference to Clauses, Sections, or Annexures is reference to Clauses, Sections, Recitals, Appendixes, Schedules and Annexures of this RFP.
- For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- The Annexures of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
- The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this RFP;

Note: In case any day mentioned in this RFP happens to be a holiday, in India, the next working day will be considered.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

Establishment Act, GST registration, Trademark, Insurance, Health License).

11.2 The basic requirements for operating the Quick Services Restaurant (QSR) include the following.

- (i) Fast food establishments are generally termed as //quick service restaurants" or QSR.
- (ii) QSR offer limited menus and rarely service on the table but seating is generally available.
- (iii) QSR restaurants generally provide readymade food like burgers, pizzas, sandwiches, wraps, burritos, rolls, Chinese cuisine, Indian fast food, cooked food (Veg/Non Veg) like North Indian, South India, Italian, and Continental etc. The food is offered from a limited menu and kept hot/cold depending on the type of cuisine served, finished and packaged to order and is also available for takeaway. Value meals or combos are generally offered together to the customers to facilitate bundling, up-selling and price discrimination.
- (iv) Orders are either taken and paid over a wide counter with the customer waiting by the counter with a tray or container for their food or on-table service can also be provided.
- (v) Due to commercial emphasis on the taste, speed, product safety, uniformity and low cost fast food products are made with ingredients formulated to achieve an identifiable flavor, aroma, texture and "mouth feel" during preparation and order fulfillment across its outlets.
- (vi) The QSR employees should be well trained and courteous and a high level of customer service should be maintained and the cafe employees should be able to interact with the customers.
- (vii) The QSR outlet should conduct business strictly in accordance with the existing applicable laws (including FSSAI, Health/Trade License, Shops and Establishment Act, GST registration, Trademark, Insurance, Health License).

12. The basic requirements for operating the Convenience Store include the following:

- (i) A convenience store is a retail business with primary emphasis placed on providing the public a convenient location to quickly purchase from a wide array of consumable products like books, stationery, magazines, newspapers and confectionery, water and other non-alcoholic cold beverages and souvenirs.
 - (ii) At least 60% of the products sold in the outlet is in the confectionery, cold beverages and news category.
 - (iii) In the outlet separate sections are been allotted to the products been sold. The Convenience Store products are majorly for everyday use which will serve the passengers on the go.
 - (iv) Convenience stores are known for their quick turnaround time.
 - (v) The convenience store operator should conduct business strictly in accordance with the existing applicable laws (including Health/Trade License, Shops and Establishment Act, GST registration, Trademark, Insurance, Health License).
13. These spaces can be used for F&B/retail of products only; anything other than given in the banned list provided at **Annexure-9**.
14. Design of Outlet to be constructed by Licensee at space allotted will be at his cost and shall be got approved from LMRC (as per timeline mentioned in **Clause 18 of Chapter VI - Payment Terms/Details**) before erecting the same.
15. The area of space(s) shown duly demarcated on the Drawing/Sketch in Annexure-1, are correct areas; any minor variation of +/- 5% thereof in actual area (carpet area) at the time of handing over of the space(s) shall be ignored. However, for any variation of more than +/- 5%, license fee will be adjusted for actual variation.
16. Infrastructure facilities such as electricity, water and sewage disposal will be provided, subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of LMRC and after payment of due charges. The prospective bidders agrees voluntarily and unequivocally not to seek any claim,

charges, compensation or any other consideration, whatsoever on account of non-availability/provision of these facilities.

17. LMRC demands Licensee to maintain high level of aesthetics in use of the space allotted. Licensee will have to develop a design of his outlet befitting high standards, to be approved by LMRC.
18. Licensee will have to keep the surroundings of his space impeccably neat and clean all the time. Zero tolerance is permitted in this regard by LMRC. Besides other measures necessary for cleanliness, Licensee shall keep a suitable size of high quality garbage bin of stainless steel or of similar/better material and design, making suitable arrangement for trash disposal at required periodicity.
19. Rules and guidelines for release of Electrical supply for space(s) is mentioned in **Annexure-12** of Bid Document. Power supply connection released for space(s) shall be based upon the Electrical Loads available from LMRC power network after due payment. However, if additional electrical load is required by the successful bidders, the same may be arranged by LMRC, if feasible, at the cost of successful bidders.
20. Electricity consumption by the Licensee shall be paid to LMRC as per invoices raised for the same. LMRC shall raise invoice for electric consumption on LESA rates (what would have been paid to LESA had they taken connection from them).
21. Licensee may provide split ACs, if required, at his own cost, conforming to detailed specifications approved by LMRC.
22. Bids shall be submitted along with Bid Security amount specified in Clause 10 of NIT, for one/two/multiple space(s) as the case may be.
23. Bid security of selected bidder shall be adjusted against the Interest Free Security Deposit. Bid security of unsuccessful bidders shall be refunded after award of contract, without any interest, thereof within 90 days of the issue of Letter of acceptance to successful Bidder.
24. If a bidder withdraws bid at any stage during finalisation of the case, his Bid Security amount shall be forfeited by LMRC.
25. **License Period** shall be for a period of Nine (9) years from date of commencement of license fee.
26. The license may be extended for the *two time periods* of Three years each at a time' on successful completion, to the complete satisfaction of LMRC, of initial 9 (Nine) years on mutually agreeable rates, terms & conditions.
27. **Lock in period** shall be ~~Three (03) years~~ **Eighteen (18) months** from date of start of License Period.
28. Licensee shall have option to exit from the License Agreement only after lapse of lock in period of ~~three-year~~ **eighteen (18) months**. The Licensee shall have to give six months prior notice to LMRC on successful completion of ~~three-year's~~ **eighteen (18) month's** lock in period. In this case, Licensee's Interest Free Security Deposit/Performance Guarantee shall be refunded after adjusting the dues, if any, payable by Licensee.
29. Additional available space(s), if required by the licensee to install any utility/ equipment, can also be provided subject to feasibility and at a License fee suitably worked out by LMRC based upon the rate of license fee on date of handing over of the additional space(s).
30. If any similar space, as allotted to licensee, at any other metro station of N-S Corridor of LMRC network becomes available/assigned for the category of F&B/Retail outlet, the same may be offered to the licensee of the relevant category subject to the mutual agreement.
31. Successful bidder shall execute license agreement with LMRC on Rs. One Hundred stamp paper (three stamp papers of Rs. One Hundred each, at their own cost) as per given format of Draft License Agreement (Annexure-14), within 30 days of submission of Security Deposit for licensed space(s), bided for.



32. **License Fee:-**

32.1 License Fee for the each month shall be higher of:

Minimum Monthly Guarantee (MMG) License fee quoted by bidder for the space,

OR

Fixed Revenue share earmarked for the space.

Note:

i. Revenue Share % shall be applicable for the entire tenure of Contract. -

~~Deleted.~~

ii. **Escalation:** The quoted Minimum Monthly Guaranteed (MMG) License fee is subjected to yearly escalation as defined below:-

a.	First Two years starting from rent commencement date/month	NIL
b.	Third Year starting from rent commencement date/month	10%
c.	Fourth Year (starting from rent commencement date/month) onwards up to ninth year	7.5%

Every three (3) years, the fixed License fee shall be escalated by 15% on compounding basis.

iii. Payment of License Fee shall be as follows:

a. Minimum Guarantee License fee shall be paid on quarterly basis in equal proportions.

b. At the end of each quarter, Revenue Share shall be compared with the MMG for that quarter. This comparison shall happen within 2 months of the end of the each quarter. - ~~Deleted~~

c. In case the Revenue Share is more than the MMG for that quarter, the differential shall be paid to LMRC, within 1 month of such computation. - ~~Deleted~~

d. Concessionaire shall prepare separate Quarterly Revenue Statement for Net Revenue/Net Sale earned at F&B/Retail outlet from each of the locations comprised in a metro station of LMRC and get it certified by Chartered Accountant and shall submit the same to LMRC within 1 months from the end of the quarter for verification. - ~~Deleted~~

e. Concessionaire shall prepare separate Annual Revenue Statement for Net Revenue/Net Sale earned at F&B/Retail Outlet from each of the locations comprised in a Metro Station of LMRC and get it certified by Statutory Auditor and shall also provide Audited Annual Financial Statements within 2 months from the end of financial year. - ~~Deleted~~

f. Taxes, if any, shall be payable over and above the License Fee

g. License Fee payment shall be subject to Tax Deduction at source at applicable rates.

32.2 **Definition of Revenue: - ~~Deleted~~**

For the purpose of Revenue share calculation, Net Revenue/Net Sale is defined as:-

a) the total revenue earned at a F&B/Retail Outlet by the concessionaire, from each of the Locations comprised in a Metro Station(s) in a Month and for a lesser period on pro-rata basis,

b) revenue generated from any promotional activity carried at a F&B/ Retail Outlet (with the prior written consent of LMRC) or any other activity as may



~~be permitted by LMRC in accordance with the terms of the Concession Agreement;~~

- ~~e) any other consideration or benefit in kind received by the Concessionaire in relation to the operation of the F&B/Retail Outlets, including any discounts as may be received by the Concessionaire from its suppliers or any such other consideration or benefit;~~
- ~~d) any revenues billed and/or accrued and/or received by the Concessionaire;~~
- ~~and~~
- ~~e) any refund of taxes which are billed on the customer~~
- ~~f) Any revenue generated by orders or contract for sales arising from any place other than from the Location, but where services are provided or deliveries are made from the F&B/Retail Outlet at the Location.~~

~~Less applicable GST to the extent as included in (a) to (f) above (payable by the Concessionaire with respect to the transactions contemplated under the License Agreement). However, any service tax applicable with respect to the grant of right to use the Location(s) shall be borne by the Concessionaire and shall not be deducted for the computation of Net Sales.~~

~~32.3 At the end of each quarter, Licensee will submit quarterly statement certified by Statutory Auditor duly certifying the Net Revenue/Net Sale for the previous quarter within two month for verification & submission of balance license fee (if any), on account of Revenue Share (if any). Any dues on this account shall be submitted within one month of computation. - Deleted~~

~~32.4 Licensee will submit to LMRC, the list of all bank accounts through which transactions of F&B/Retail business will be done/are being done for running the business at the LMRC premises on yearly basis or any changes, whichever is earlier. - Deleted~~

32.5 The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to develop, set up, operate and maintain the Licensed space.

32.6 Along with License Fee, Licensee shall also pay other dues like Goods & Services Tax (GST), statutory dues/liabilities, electricity charges, damage/penal charges, pending arrears, etc. as applicable time to time.

32.7 The license fee along with Goods & Services Tax (GST) shall be paid to LMRC on Quarterly basis in advance to LMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –

- The Billing quarter - 1st April - 30th June
- Period for the issue of invoice - 1st March - 15th March
- Last Date of payment of Dues to LMRC - 31st March

32.8 The Licensee agrees voluntarily and unequivocally to make all payments to LMRC before the due date, without waiting for any formal advice from LMRC. If the Licensee does not receive invoice before 7 days of due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.

32.9 Licensee shall periodically advise the details of payment deposited with LMRC. In the case of non-submission of such details, initially Third Party dues, i.e.



mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

- Copies of audited balance sheets of Last five audited financial years i.e. FY 2013-14, 2014-15, 2015-16, 2016-17 & 2017-18.
- Copy of the complete Tender Document including Draft License Agreement (Annexure-14) and Addendum/ Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.

c) **Envelope-3, marked 'Financial Bid'**: The Bidder shall quote the Minimum Monthly Guaranteed (MMG) License fee (INR) in the bid form in both words as well as figures as given in **Annexure-8**. If there is a discrepancy between words and figures, the amount in words shall prevail.

Above 3 sealed envelopes are to be put in one big envelope super scribed with Notice Inviting Bid No **"LKPD-02"** followed by **"Category"** for which the bid is made i.e. **"1) Food Court"** OR **"2) Coffee/Tea/QSR Outlets"** OR **"3) Convenience Store Outlets"**. This packet shall be addressed to:

Chief Engineer/Contracts,
Administrative Building,
Lucknow Metro Rail Corporation Ltd.
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,
Vipin Khand, Gomti Nagar, Lucknow-226010

17. Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Only detailed, complete bidding documents, in a physical format and duly sealed envelopes, as mentioned above, received on Application due date prior to schedule time shall be taken as valid.
18. Bid documents received after the due date shall be summarily rejected.
19. Applications received without due bid security amount shall be summarily rejected.
20. Bid Security amount shall be refunded to the unsuccessful bidders within 90 days of finalization of the case.

21. TENDER OPENING & EVALUATION

21.1 Tender Opening:

- i. Bids shall be opened by the tender opening committee of LMRC on due date and time of tender opening.
- ii. The Bid security amount will be checked and details will be read out for the information of representatives of Bidders.
- iii. Technical bids of those Bidders who have not submitted Bid security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and shall be rejected.
- iv. The Technical Bids of all the Bidders shall be opened in the presence of Bidders or their representatives who choose to attend on date & time as mentioned in Tender Document. If such nominated date for opening of

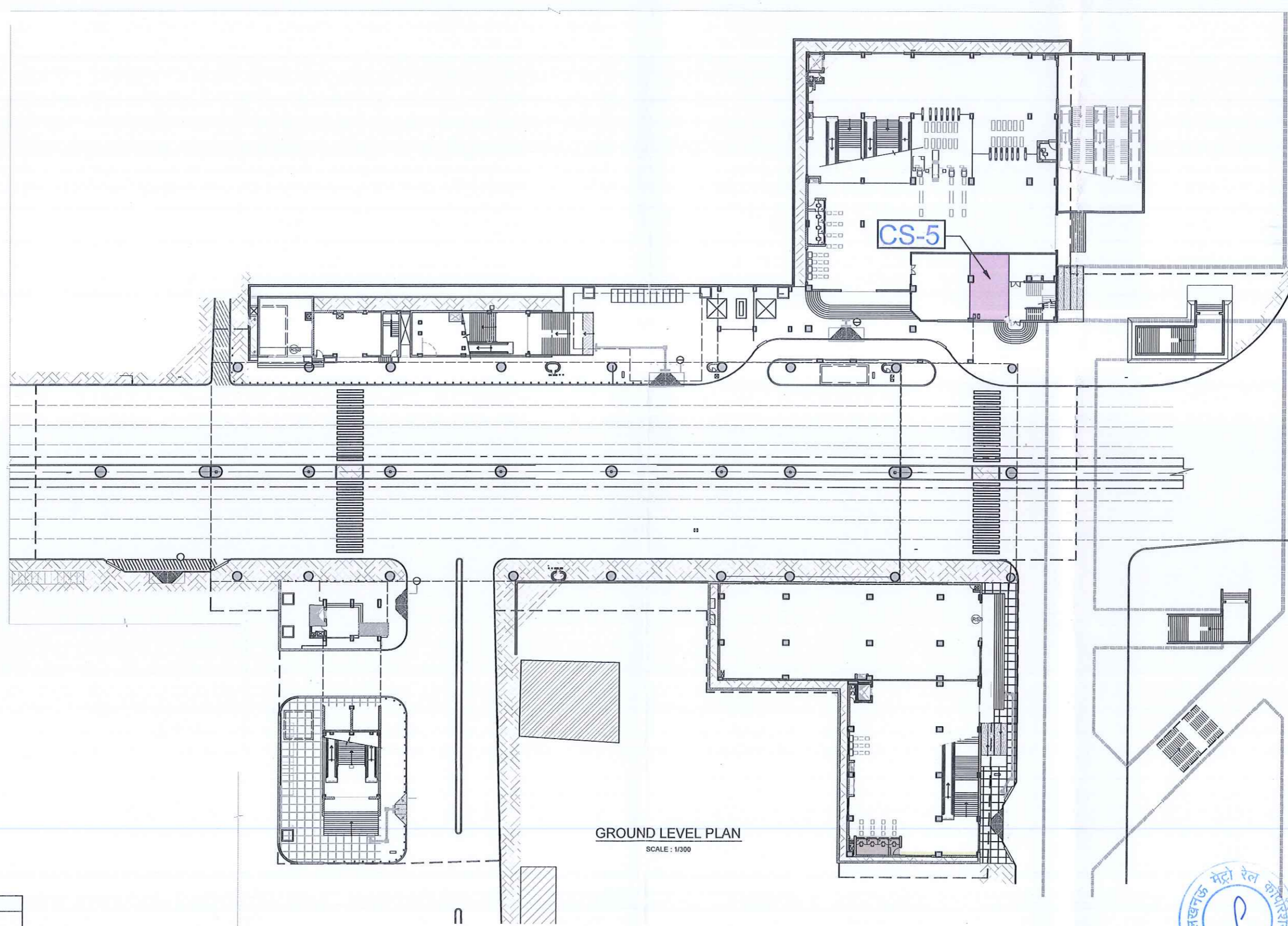


Annexure - 1
Details of Space (s) to be licensed

Drawing/Sketch (Attached)

Shop No.	Metro Station	Location	Area (approx.)	Drawing No.
			(Sq. ft.)	
Category 1) FOOD COURT				
FC-1	Charbagh	Concourse - Unpaid	3028	1
FC-2	Sachivalaya	Concourse - Unpaid	2596	2
FC-3	Hazratganj	Concourse - Unpaid	3294	3
FC-4	Lekhraj	Concourse - Unpaid	2422	4
FC-5	RS Mishra Nagar	Concourse - Unpaid	2507	5
Category 2) COFFEE/TEA/QSR SHOPS				
CS-1	Charbagh	Ground Floor	917	6
CS-2	Sachivalaya	Concourse - Unpaid	1112	7
CS-3	Hazratganj	Concourse - Unpaid	932	8
CS-4	IT-College	Ground Floor	1088	9
CS-5	Charbagh	Ground Floor	656	9a
CS-6	Hazratganj	Concourse - Unpaid	1929	9b
CS-7	KD Singh Babu Stadium	Ground Floor	601	9c
CS-8	Vishwavidyalaya	Ground Floor	526	9d
Category 3) CONVENIENCE STORE OUTLETS (CTN SHOPS)				
CTN-1	Alambagh	Concourse - Unpaid	345	10
CTN-2	Charbagh	Concourse - Unpaid	267	11
CTN-3	Sachivalaya	Concourse - Unpaid	297	12
CTN-4	Hazratganj	Concourse - Unpaid	233	13
CTN-5	Vishwavidyalaya	Concourse - Unpaid	283	14
CTN-6	IT-College	Concourse - Unpaid	190	15
CTN-7	Lekhraj	Concourse - Unpaid	316	16

NOTE: Walls of some spaces are non-structural and hence desired remodelling, if any, with changes in openings (Windows/Entrances) will be permissible without compromising the operational requirements, with due approval of LMRCL.



GROUND LEVEL PLAN
SCALE : 1/300

LEGEND	
	RETAIL
	F& B
	SERVICES

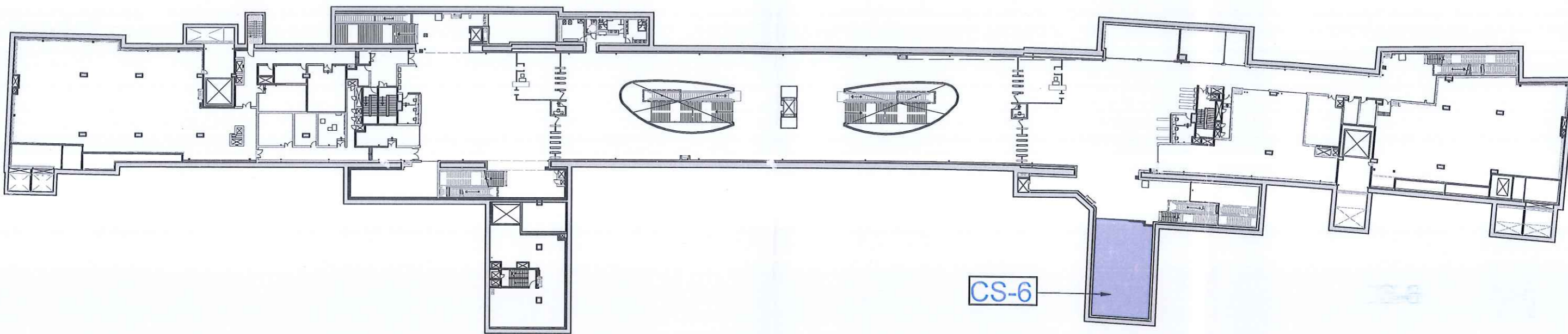


← TOWARDS SACHIVALAYA STATION

HAZRAT GANJ STATION
DRAWING No.9b

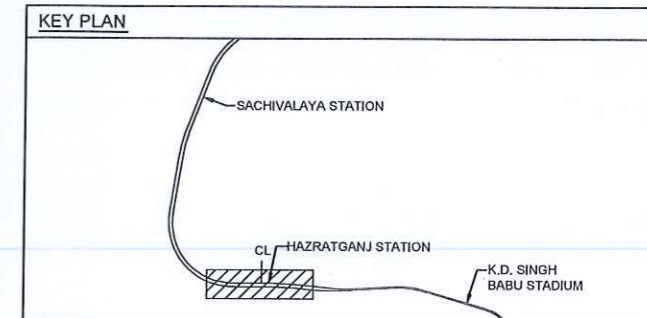
TOWARDS K.D. SINGH BABU STADIUM →

Annexure-6
Page 2 of 4



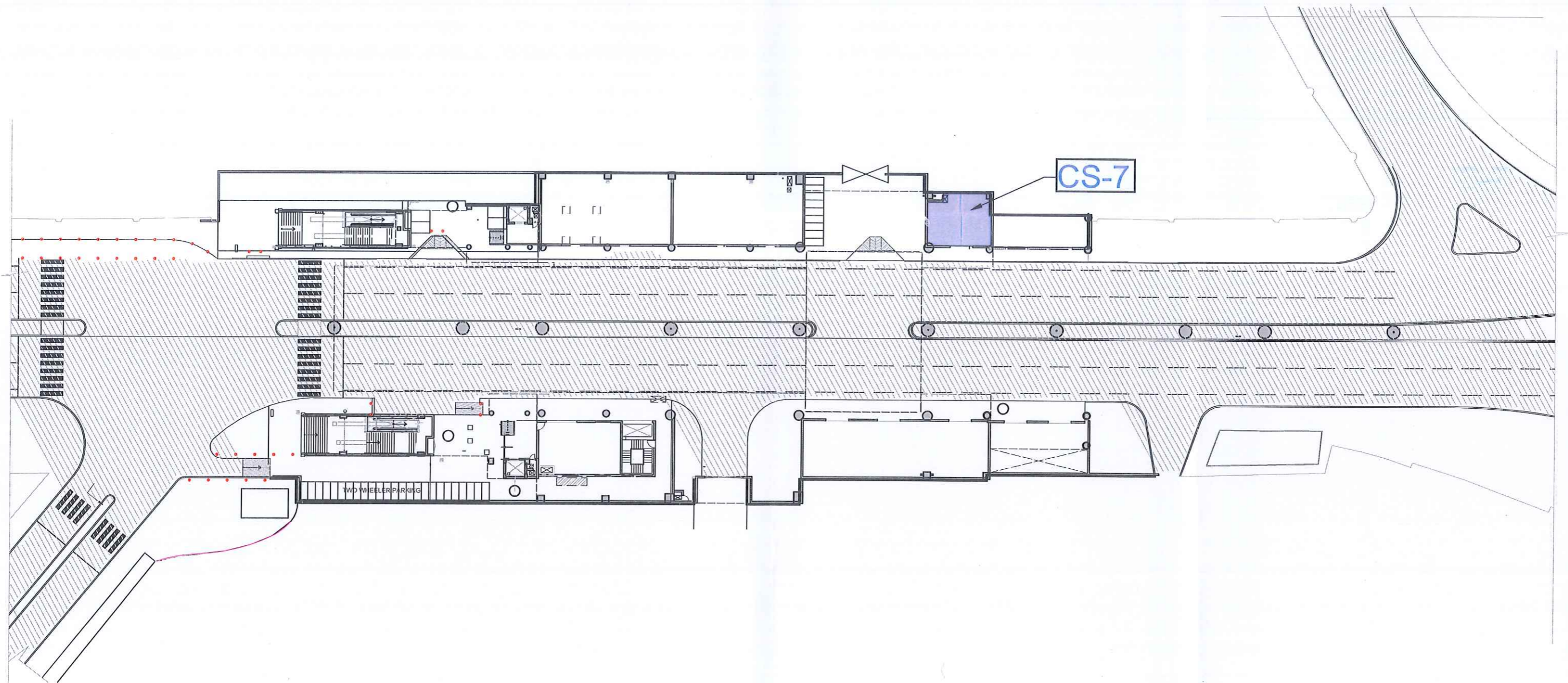
CONCOURSE LEVEL PLAN
SCALE 1:500

LEGEND	
	RETAIL
	F& B
	SERVICES



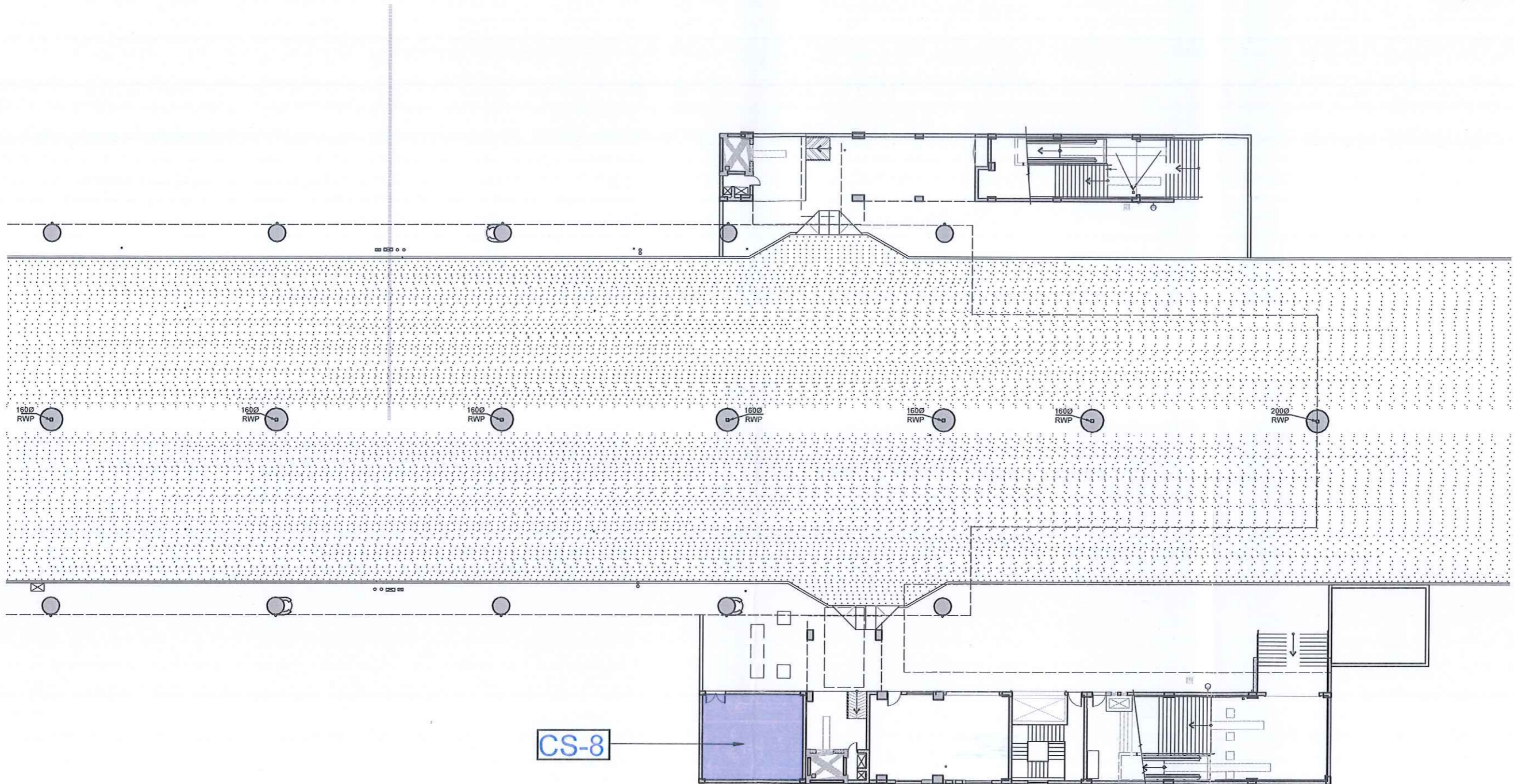
Page No. 47b





LEGEND	
	RETAIL
	F& B
	SERVICES





LEGEND	
	RETAIL
	F& B
	SERVICES

GROUND LEVEL PLAN
SCALE : 1/250



Annexure-3

**LETTER COMPRISING THE PROPOSAL
(On the letter-head of Bidder/Lead Member)**

Date:

To,
Chief Engineer/Contract,
Lucknow Metro Rail Corporation Ltd,
Administrative Building,
Vipin Khand, Gomti Nagar,
Lucknow-226010.

Sub: **Proposal for developing, setting up, operating and maintaining 1) Food Courts, 2) Coffee/Tea/QSR Outlets, & 3) Convenience Store Outlets, through licensing of commercial spaces at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.**

Dear Sir,

1. With reference to your RFP document dated....., I/we, having examined the RFP document & Bidding Documents and understood its contents, hereby submit my/our Proposal for Qualification for **Category *(1) Food Courts / *(2) Coffee or Tea or QSR Outlets / *(3) Convenience Store Outlet** (* select the applicable category for which the bid is submitted) under the aforesaid RFP. The Proposal is unconditional and unqualified.
2. I/ We acknowledge that LMRC will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidders for the aforesaid Concession, and we certify that all information provided in the Proposal and in Annexes are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Selected Bidder for the development, operation and maintenance of the aforesaid Concession.
4. I/We shall make available to LMRC any additional information it may find necessary or require to supplement or authenticate the Qualification Criteria.
5. I/ We acknowledge the right of LMRC to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part or blacklisted /debarred from participating in any tender by any Government Department or agency .
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by LMRC;



Annexure-7

**TECHNICAL BID FORM
(to be enclosed in Envelope-2)**

(On Official letterhead of the Bidder)

No:

Dated:

Sir,

1. I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial retail activities in space(s) on fixed License Fees basis.
2. I/ We have studied Bid Document/all Terms of Offer carefully, also surveyed the LMRC Space(s) offered.
3. I/We offer Bid Security to LMRC for the below shop (s) in accordance with the Bid Document.

Shop No.	Metro Station	Location	Area (approx.)	Bid Security	Tick Mark applicable ones and strike-out others please.
			(Sq. ft.)	(in Rupees)	
Category 1) FOOD COURT					
FC-1	Charbagh	Concourse - Unpaid	3028	6,30,000.00	
FC-2	Sachivalaya	Concourse - Unpaid	2596	5,23,000.00	
FC-3	Hazratganj	Concourse - Unpaid	3294	11,66,000.00	
FC-4	Lekhraj	Concourse - Unpaid	2422	4,58,000.00	
FC-5	RS Mishra Nagar	Concourse - Unpaid	2507	3,66,000.00	
Category 2) COFFEE/TEA/QSR SHOPS					
CS-1	Charbagh	Ground Floor	917	5,36,000.00	
CS-2	Sachivalaya	Concourse - Unpaid	1112	3,08,000.00	
CS-3	Hazratganj	Concourse - Unpaid	932	4,20,000.00	
CS-4	IT-College	Ground Floor	1088	2,01,000.00	
CS-5	Charbagh	Ground Floor	656	3,82,000.00	
CS-6	Hazratganj	Concourse - Unpaid	1929	7,24,000.00	
CS-7	KD Singh Babu Stadium	Ground Floor	601	1,38,000.00	
CS-8	Vishwavidyalaya	Ground Floor	526	79,000.00	
Category 3) CONVENIENCE STORE OUTLETS (CTN SHOPS)					
CTN-1	Alambagh	Concourse - Unpaid	345	6,88,000.00	
CTN-2	Charbagh	Concourse - Unpaid	267		
CTN-3	Sachivalaya	Concourse - Unpaid	297		
CTN-4	Hazratganj	Concourse - Unpaid	233		
CTN-5	Vishwavidyalaya	Concourse - Unpaid	283		
CTN-6	IT-College	Concourse - Unpaid	190		
CTN-7	Lekhraj	Concourse - Unpaid	316		



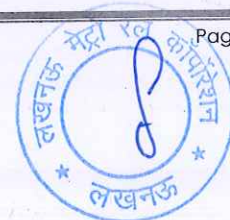
4. Eligibility Profile:-

For Compliance to Minimum Eligibility Criteria (refer Clause 12 of NIT):-

(# Fill the details in the category for which the bid is submitted and cross the others.)

# For Category 1) Food Courts			
(A) Technical Capacity			
1.	Name of Bidder		
2.a)	Name of the Locations and full particulars of the Food Courts (Each food court having minimum of 2 different *brands/concepts) [As per Clause 12 (1) a) of NIT]	Location and Address with details of 2 brands/concepts 1. 2.	
2.b)	Entity operating the Food Courts Business (as mentioned in S. No. 2.a above)	1. 2.	
2.c)	Date of start of Commercial Operations of Food court (as mentioned in S. No. 2.a above)	1. 2.	
3.a)	Name of the Locations and full particulars of the Food Outlet [As per Clause 12 (1) b) of NIT]	Location and Address 1. 2.	
3.b)	Entity operating the Food Outlet (as mentioned in S. No. 3.a above)	1. 2.	
3.c)	Date of start of Commercial Operations of Food outlet (as mentioned in S. No. 3.a above)	1. 2.	
	Details of international brand with whom the bidder has business/MOU with.	1.	
4.	No. of years of Experience in Food & Beverage business Years.	
(B) Financial capacity			
5.	Annual Turnover from F&B business during last five audited financial years. [Bidder to produce certificate from the Chartered Accountant/Company Auditor in the format prescribed in Annexure-7(B)]	Financial Year	Turnover (in INR Lakhs)
		2013-14	
		2014-15	
		2015-16	
		2016-17	
		2017-18	

#For Category 2) Coffee/Tea/QSR Outlet		
1.	Name of Bidder	
2.a)	Name of the Locations and full particulars of the Coffee/Tea/QSR Outlet [As per Clause 12 (2) a) of NIT]	Location and Address 1. 2. .



		20.
2.b)	Entity operating the Coffee/Tea/ <u>QSR</u> Outlet (as mentioned in S. No. 2.a above)	1. 2. . . 20
2.c)	Date of start of Commercial Operations of Coffee/Tea/ <u>QSR</u> Outlet (as mentioned in S. No. 2.a above)	1. 2. . . 20
3.	Name of Cities having presence of Coffee/Tea/ <u>QSR</u> Outlet (as mentioned in S. No. 2.a above) No. of Cities. 1. 2.
4.	Name of **Transit Location having presence of atleast 5 Coffee/Tea/ <u>QSR</u> Outlet [As per Clause 12 (2) c) of NIT]	1. 2. 5.
5.	No. of years of Experience in Coffee/Tea/ <u>QSR</u> business Years.
(B) Financial capacity		
6.	Annual Turnover from F&B business during last five audited financial years. [Bidder to produce certificate from the Chartered Accountant/Company Auditor in the format prescribed in Annexure-7(B)]	Financial Year
		2013-14
		2014-15
		2015-16
		2016-17
7.	Total revenue earned from Coffee/Tea Outlet Business during last five audited financial years. [Bidder to produce certificate from the Chartered Accountant/Company Auditor in the format prescribed in Annexure-7(B)]	Financial Year
		2013-14
		2014-15
		2015-16
		2016-17
		Turnover (in INR Lakhs)
		Revenue Earned (in INR Lakhs)

#For Category 3) Convenience Store Outlet (CTN Shops)		
1.	Name of Bidder	
2.a)	Name of the Locations and full particulars of the Convenience Store Outlet [As per Clause 12 (3) a) of NIT]	Location and Address 1. 2. . . 20.
2.b)	Entity operating the Convenience Store Outlet (as mentioned in S. No. 2.a above)	1. 2. .



LKPD-02: RFP for developing, setting up, operating and maintaining 1) Food Courts, 2) Coffee/Tea/ Outlets, & 3) Convenience Store Outlets, through licensing of commercial spaces at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Annexure-9
Page 1 of 2

Annexure-7(A)

DOCUMENTARY PROOF FOR CATEGORY 1) FOOD COURTS or 2) COFFEE/TEA/QSR OUTLETS or 3) CONVENIENCE STORE OUTLETS LOCATION

S. No.	Location	Size in Sq ft.	Seating Capacity	Date of Commencement and present status of business	Details of relevant documents in support of F&B/Retail Outlets
1.					
2.					
3.					

Note:- Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.

Authorised Signatory Seal



Annexure-7 (B)

**CERTIFICATE FROM CHARTERED ACCOUNTANT OF COMPANY'S AUDITOR
(Refer to Notes of Clause 12 of NIT of the RFP)**

- A. Based on the audited records of the company, this is to certify that..... (Name of Bidder) has an operating experience in Food & Beverage/Retail Business (select the applicable area and cross the other) for continuous five (5)years as defined in Clause 12 of NIT.
- B. We further certify that, based on the audited account (name of Bidder) has a turnover of the Company, as defined in RFP in accordance with Clause 12 of NIT, as per details below.

Financial Year	Annual Turnover (in INR Lakhs)	*Total Revenue from Coffee/Tea Outlet Business (In Lakhs)
(1)	(2)	(3)
2013-14		
2014-15		
2015-16		
2016-17		
2017-18		

*Column (3) is applicable for bidding in Category 2) i.e. Coffee/Tea Outlet only.

Signature

Name & Membership No. of Auditor Seal of the audit firm:

Date:

Annexure-8

**FINANCIAL BID FORM
(to be enclosed separately in Envelope-3)**

(On Official letterhead of the Bidder)

Dated:

No:

Sir,

1. I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial retail activities in space(s) on fixed License Fees basis.
2. I/ We have studied Bid Document/all Terms of Offer carefully, also surveyed the LMRC Space(s) offered.
3. I/We hereby offer to take up on license basis in following shop(s), as per terms of this bidding:

Shop No.	Metro Station	Location	Area (approx.) (Sq. ft.)	Reserve Minimum Monthly Guaranteed (MMG) License Fee (in Rupees)	Revenue Share %age	Tick Mark applicable ones and strike-out others please.	MMG Licence Fee offered*/Quoted Amount* (in Rupees)	
							In figures	In Words
Category 1) FOOD COURT								
FC-1	Charbagh	Concourse - Unpaid	3028	2,91,600/-	15% 0%			
FC-2	Sachivalaya	Concourse - Unpaid	2596	2,42,100/-				
FC-3	Hazratganj	Concourse - Unpaid	3294	5,40,000/-				
FC-4	Lekhraj	Concourse - Unpaid	2422	2,11,860/-				
FC-5	RS Mishra Nagar	Concourse - Unpaid	2507	1,69,673/-				



LKPD-02: RFP for developing, setting up, operating and maintaining 1) Food Courts, 2) Coffee/Tea/_Outlets, & 3) Convenience Store Outlets, through licensing of commercial spaces at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Annexure-10
Page 2 of 2

Category 2) COFFEE/TEA/QSR SHOPS						
CS-1	Charbagh	Ground Floor	917	2,47,992/-		
CS-2	Sachivalaya	Concourse - Unpaid	1112	1,42,500/-		
CS-3	Hazratganj	Concourse - Unpaid	932	1,94,400/-		
CS-4	IT-College	Ground Floor	1088	93,096/-		
CS-5	Charbagh	Ground Floor	656	1,77,000.00		
CS-6	Hazratganj	Concourse - Unpaid	1929	3,35,000.00		
CS-7	KD Singh Stadium	Ground Floor	601	64,000.00		
CS-8	Vishwavidyalaya	Ground Floor	526	36,500.00		
Category 3) CONVENIENCE STORE OUTLETS (CTN SHOPS)						
CTN-1	Alambagh	Concourse - Unpaid	345			
CTN-2	Charbagh	Concourse - Unpaid	267			
CTN-3	Sachivalaya	Concourse - Unpaid	297			
CTN-4	Hazratganj	Concourse - Unpaid	233			
CTN-5	Vishwavidyalaya	Concourse - Unpaid	283			
CTN-6	IT-College	Concourse - Unpaid	190			
CTN-7	Lekhraj	Concourse - Unpaid	316			
				3,18,442/-	±8% 0%	



is earlier.

- 3.21 All statutory taxes, statutory dues, local levies, as applicable shall be charged extra from the successful bidders and shall have to be remitted along with the License Fee and other deposits, for onward remittance to the Government. However, the property tax, if applicable on the property of LMRC, shall be borne by LMRC.
- 3.22 In case LMRC is required to/renders any additional service(s), the same will be provided on mutually agreed terms and conditions.
- 3.23 Change in usage of licensed space may be permitted only on approval of the competent authority in LMRC.
- 3.24 On completion of lock-in period of ~~three (03) years~~ **Eighteen (18) months**, in case the licensee opts to exit after giving proper/due notice as per Terms & Conditions of Offer, the refundable Interest free Security Deposit shall be returned after adjusting the dues of LMRC.
- 3.25 If there is any operational constraint in future and Licensee is asked to surrender the space or a part thereof, then the proportional Interest Free Security Deposit/advance license fee shall be adjusted/returned.
- 3.26 The licensee will pay the license/concession fee on quarterly basis, minimum 7 (Seven) days before the commencement date of License fee. The license/concession fee means:-
- A. **License Fee** for the each month shall be ~~higher of:~~
Minimum Monthly Guarantee (MMG) License fee quoted by bidder for the space,
OR
~~Fixed Revenue share earmarked for the space.~~
- B. ~~Revenue Share~~ calculation shall be based on Net Revenue/Net Sale, which is defined in RFP document. Revenue share % shall be applicable for the entire tenure of Contract. - ~~Deleted.~~
- C. **Escalation:** The quoted Minimum Monthly Guaranteed (MMG) License Fee is subjected to ~~yearly~~ escalation as defined below.
- i. ~~First Two years starting from rent commencement date/month~~ - ~~NIL~~
- ii. ~~Third Year starting from rent commencement date/month~~ - ~~10%~~
- iii. ~~Fourth Year (starting from rent commencement date/month)~~
onwards up to ninth year - ~~7.5%~~
- Every three (3) years, the fixed License fee shall be escalated by 15% on compounding basis.**
- 3.27 Successful bidders shall be responsible for taking prior approval from all the relevant authorities, legal and statutory as per the applicable laws for operation of his business.
- 3.28 Licensee shall indemnify LMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.
- 3.29 **Timeline for Key activities:-**



ARTICLE 5

PAYMENTS TO LMRC

5.1 Payments to LMRC

5.1.1 License/Concession Fee:

5.1.1.1 The Concessionaire shall pay to LMRC the Concession Fee in relation to each concession in accordance with the provisions of license and agreement.

5.1.1.2 The payment of Concession Fee shall commence from the License Commencement Date. **A discount of 50% on license fee for spaces on concourse level for period of 3 (Three) months from date of commencement of License Fee will be granted.**

5.1.1.3 The licensee will pay the license/concession fee on quarterly basis, minimum 7 (Seven) days before the commencement date of License fee. The license/concession fee means:-

A. License Fee for the each month shall be higher of:

Minimum Monthly Guaranteed (MMG) License Fee quoted by bidder for the space,
OR

Fixed Revenue share earmarked for the space.

B. Revenue Share: Revenue share % shall be applicable for the entire tenure of Contract. For the purpose of Revenue share calculation, Net Revenue/Net Sale is defined as: ~~Deleted.~~

- a) ~~the total revenue earned at a F&B/Retail Outlet by the concessionaire, from each of the Locations comprised in a Metro Station in a Month and for a lesser period on pro rata basis,~~
- b) ~~revenue generated from any promotional activity carried at a F&B/Retail Outlet (with the prior written consent of LMRC) or any other activity as may be permitted by LMRC in accordance with the terms of the Concession Agreement;~~
- c) ~~any other consideration or benefit in kind received by the Concessionaire in relation to the operation of the F&B/Retail Outlets, including any discounts as may be received by the Concessionaire from its suppliers or any such other consideration or benefit;~~
- d) ~~any revenues billed and/or accrued and/or received by the Concessionaire; and~~
- e) ~~any refund of taxes which are billed on the customer~~
- f) ~~Any revenue generated by orders or contract for sales arising from any place other than from the Location, but where services are provided or deliveries are made from the F&B/Retail Outlet at the Location.~~

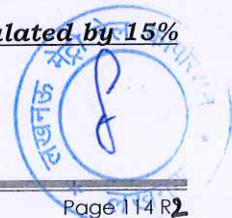
~~Less applicable GST to the extent as included in (a) to (f) above (payable by the Concessionaire with respect to the transactions contemplated under the License Agreement). However, any service tax applicable with respect to the grant of right to use the Location(s) shall be borne by the Concessionaire and shall not be deducted for the computation of Net Sales.~~

C. Escalation: The quoted Minimum Monthly Guaranteed (MMG) License Fee is subjected to yearly escalation as defined below.

- i. ~~First Two years starting from rent commencement date/month — NIL~~
- ii. ~~Third Year starting from rent commencement date/month — 10%~~
- iii. ~~Fourth Year (starting from rent commencement date/month) onwards up to ninth year — 7.5%~~

Every three (3) years, the fixed License fee shall be escalated by 15% on compounding basis.

D. Payment of License Fee shall be as follows:



- a. Minimum Guarantee License fee shall be paid on quarterly basis in equal proportions.
- ~~b. At the end of each quarter, Revenue Share shall be compared with the MMG for that quarter. This comparison shall happen within 2 months of the end of each quarter. Deleted.~~
- ~~c. In case the Revenue Share is more than the MMG for that quarter, the differential shall be paid to LMRC, within 1 month of such computation. Deleted.~~
- ~~d. Concessionaire shall prepare separate Quarterly Revenue Statement for Net Revenue/Net Sale earned at F&B/Retail outlet from each of the locations comprised in a metro station of LMRC and get it certified by Chartered Accountant and shall submit the same to LMRC within 1 months from the end of the quarter for verification. Deleted.~~
- ~~e. Concessionaire shall prepare separate Annual Revenue Statement for Net Revenue/Net Sale earned at F&B/Retail Outlet from each of the locations comprised in a Metro Station of LMRC and get it certified by Statutory Auditor and shall also provide Audited Annual Financial Statements within 2 months from the end of financial year. Deleted.~~
- f. Taxes, if any, shall be payable over and above the License Fee
- g. License Fee payment shall be subject to Tax Deduction at source at applicable rates.

5.1.2 Utility Charges/Other Charges:

The Concessionaire shall pay to LMRC or any other agency appointed by LMRC in this regard, the Utility Charges for use of utilities such as electricity, water, etc. in relation to each of the Licensed Location(s) comprised in the Concession in accordance with this agreement. Such Charges shall be paid by the Concessionaire to LMRC or any other agency appointed by LMRC in this regard, promptly and expeditiously. Such Utility Charges shall be payable at the rate prescribed by LMRC for actual usage to be metered. Irrespective of LMRC raising an invoice, the Utility Charges shall be paid by the Concessionaire to LMRC every Month, in advance, on or before the 20th (twentieth) day of every Month.

5.2 Delay of Payment

If the Licensee fails to pay or partly pay the license fee and other dues by the due date, a 15 days' Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 18% (Eighteen percent) per annum on the amount of License Fee and other dues outstanding. Interest shall be charged on net outstanding dues for the actual day(s) of delay in payment. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally squared up.

- a) If the Licensee failing to pay the outstanding License Fee and other dues within 15 days' Cure Notice, LMRC shall issue 30 days termination notice to make payment of outstanding License Fee and other dues. No representation of licensee shall be entertained in this period till the licensee pays all dues to LMRC.
- b) In the event of Licensee failing to pay the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, LMRC shall disconnect all utilities provided to the Licensee.
- c) In the event of Licensee failing to pay the dues within 30 days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle LMRC to terminate the License Agreement as per provisions stipulated in ARTICLE-6 of

Annexure-I

Description of commercial space(s) with Area are as follows:

Shop No.	Metro Station	Location	Area (approx.)	Drawing No.
			(Sq. ft.)	
Category 1) FOOD COURT				
FC-1	Charbagh	Concourse - Unpaid	3028	<u>1</u>
FC-2	Sachivalaya	Concourse - Unpaid	2596	<u>2</u>
FC-3	Hazratganj	Concourse - Unpaid	3294	<u>3</u>
FC-4	Lekhraj	Concourse - Unpaid	2422	<u>4</u>
FC-5	RS Mishra Nagar	Concourse - Unpaid	2507	<u>5</u>
Category 2) COFFEE/TEA/QSR SHOPS				
CS-1	Charbagh	Ground Floor	917	<u>6</u>
CS-2	Sachivalaya	Concourse - Unpaid	1112	<u>7</u>
CS-3	Hazratganj	Concourse - Unpaid	932	<u>8</u>
CS-4	IT-College	Ground Floor	1088	<u>9</u>
CS-5	Charbagh	Ground Floor	656	<u>9a</u>
CS-6	Hazratganj	Concourse - Unpaid	1929	<u>9b</u>
CS-7	KD Singh Babu Stadium	Ground Floor	601	<u>9c</u>
CS-8	Vishwavidyalaya	Ground Floor	526	<u>9d</u>
Category 3) CONVENIENCE STORE OUTLETS (CTN SHOPS)				
CTN-1	Alambagh	Concourse - Unpaid	345	<u>10</u>
CTN-2	Charbagh	Concourse - Unpaid	267	<u>11</u>
CTN-3	Sachivalaya	Concourse - Unpaid	297	<u>12</u>
CTN-4	Hazratganj	Concourse - Unpaid	233	<u>13</u>
CTN-5	Vishwavidyalaya	Concourse - Unpaid	283	<u>14</u>
CTN-6	IT-College	Concourse - Unpaid	190	<u>15</u>
CTN-7	Lekhraj	Concourse - Unpaid	316	<u>16</u>

All commercial space(s) noted above are only tentative.

NOTE:

1. Areas indicated above are approximate. Actual area (carpet area for bare commercial spaces & Super area for parking) shall be measured at the time of handing over of space(s). If there is any variation in area the License Fees shall be charged on pro- rata/ actual area basis.
2. All space(s) offered on license basis are on "as is where is basis". On this area the selected bidders is expected to carry out all works, as needed for commercial use.
3. The Bare Commercial Space(s) can be utilized for any activity except banned list of usages as given in Annexure-II of License agreement.

