



LUCKNOW METRO RAIL CORPORATION LIMITED

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

E-mail id- cecontractlmrc@gmail.com

No. LMRC/ CE-CONTRACT/PD/LKPD-03

Date: 14/05/2019

To,
All bidders

Subject: - Reply to Pre-bid queries and issue of Addendum-1 for tender LKPD-03.

Ref: - **Tender LKPD-03:** RFP for developing, setting up, operating and maintaining commercial spaces of size less than 50 sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

Dear Sir,

Please find enclosed herewith the Reply to Pre-bid queries along with Addendum-1 to the tender LKPD-03. Further, the tender submission/Opening dates along with other dates are revised as below:-

- Last date of issuing addendum : **14.05.2019**
- Date & Time of Submission of Tender : **21.05.2019 @ 15:00 Hrs.**
- Date & Time of Opening of Tender : **21.05.2019 @ 15:15 Hrs.**
(Technical Bid)

Enclosure: As Above



(Deepak Gupta)

Chief Engineer/Contract

Contract LKPD-03 : Reply to Pre-Bid Queries

Contract LKPD-03: RFP for developing, setting up, operating and maintaining commercial spaces of size less than 50 sqm. through licensing at various metro stations of N-S Corridor of Lucknow Metro at Lucknow.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
1	-	-	Is any civil work support will provide by LMRC in ground floor catchment area ?	Kindly refer Clause 3 and Clause 40.3.2 of Chapter-V of Tender Document. Licensee will have to bear the cost for any changes they propose except structural works like masonry for enclosing the shop area on three sides except façade/front side. However finishing (like glass ACP etc.) will have to be done by Licensee.
2	-	-	Is glass wall of shops will remain same or it can be change in transparent glass wall ?	Kindly refer Clause 3 and Clause 40.3.2 of Chapter-V of Tender Document. Licensee will have to bear the cost for any changes they propose.
3	-	-	Is floor tiles will done by LMRC or not ?	
4	-	-	What other facilities other than store will provide by LMRC ?	
5	-	-	Shops which are outside the metro station for example munshi pulia and bhootnath, i wanted to enquire that the wall facing the road can we use it openly and some extra space in the wall which are left can we use it for branding?.	Kindly refer Note of Annexure-1 of Tender document (Pg. 40). Any branding/marketing support which does not conflict with the exclusive advertising rights awarded by LMRC would be considered on a case to case basis.
6	-	-	Is there any opening and closing time for our store at Ground floor and Concourse area.	Operational timings for spaces located inside Metro stations will normally co-inside with the Metro operational timings. Spaces located outside Metro Stations can be operated beyond Metro operating hours also.
7	-	-	Are we able to sale multiple product from a shop under the category Retail as per Annexure 9A.	Yes, multiple product from a shop under category Retail will be permitted as per tender conditions.
8	-	-	Can we get marketing promotion thru your speaker system of the station.	Marketing/promotions by LMRC thru its speaker system shall not be allowed. Also, LMRC is in process of hiring radio broadcaster for offering curated music content at its metro stations, which will be having commercials. The bidder can tie up with the selected radio braodcaster for marketing promotions.
9	-	-	Kindly confirm the loading, Unloading process for Operational & under fitout shop.	Loading & off-loading of raw materials/goods shall be allowed without compromising on any safety & operational requirements. Materials should be stored inside the allotted shop.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
10	-	-	During LOI process we require copy of PAN Card, Address Proof, GST certificate from LMRC for vendor code registration in our company.	Requisite details will be provided by LMRC on written request for the same.
11	-	-	For ECS mapping with our company we shall share with you ECS/RTGS format which needs to be submitted with us along with a cancel cheque for all future payment thru ECS/RTGS mode.	Agreed.
12	-	-	For preparing the store related drawings, our technical team need to visit the respective sites to collect the site related as build data including taking physical measurement of all the site.	As and when required, permission will be facilitated & liaised with.
13	-	-	Shutter for the shop to be installed by licensee as per its requirement.	Permitted, subject to approval of LMRC.
14	-	-	Parking facility for shop employees	Parking at Metro station, if available, will be provided as per para 7.7 (g) of Article-7 of Draft License Agreement.
15	-	-	If due to any reason attributable to LMRC, the licensee is unable to continue its business operations from any of the shop, then whether in such case the licensee will be required to pay the license fee or not till the happening of such event and whether the lock-in period will be applicable or not if under such circumstances the licensee opt to terminate the license agreement.?	Kindly refer Clause 3.25 of Article-3 of Draft License Agreement.
16	-	-	In Bhoothnath location, on Ground Floor, we have Barrier placed around the free area of the Shop no. 03A-BH-01. This gives a very blocked movement of the customers. Can this be removed or a similar design gate can be placed in front of the shop door...??	All such requests for modifications shall be considered and decided by LMRC based on site/technical feasibility and in accordance with tender conditions.
17	-	-	If we BID on many locations and receive OK on multiple locations, can we leave some locations where we are the highest bidder..?? Besides EMD being not refunded, is there any other penalty or action on it...?? Does LMRC, RE-TENDERS on such occasion..??	Kindly refer Clause 22.3 & 22.4 of Chapter-VII of Tender document.
18	-	-	If after a certain period of time, if the BRAND we are operating with, does not give us Profits, can we change the BRAND,...?? And what will be the Process then ...??	Change of brand/category shall be not be permitted in such cases.
19	-	-	Can we produce /submit two different certificate of franchises.	Bidders are not permitted to produce two or more franchise for one space.
20	-	-	Can we replace franchise if not able to achieve desired result from business.	Change of brand/category shall be not be permitted in such cases.
21	-	-	Can we opt better option if exiting franchiser is under performing and not satisfying business need or customer satisfaction.	
22	-	-	Can we change model/nature of business if present business is not satisfactory as per capital involved.	



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
23	-	-	आलमबाग में दुकान संख्या 03AL/01 440 वर्गफीट स्टोर जैसा है जो चारो तरफ से कंक्रीट से बना है हमें शोरूम जैसा चाहिए शोरूम जैसा LMRC बनाकर देगा या हमें बनवाना होगा	Kindly refer Note of Annexure-1 of Tender document (Pg. 40).
24	-	-	कूड़ा का निस्तारण हमें कराना होगा या LMRC के द्वारा कराया जायेगा यदि LMRC द्वारा कराया जायेगा तो हमें कोई चार्ज देना होगा या नहीं यदि देना होगा तो कितना देना होगा	Kindly refer Clause 7.7(d) & 7.8 of Article-7 of Draft License Agreement.
25	-	-	नगर निगम या वाटर टैक्स का कोई चार्ज तो नहीं पे करना होगा	Kindly refer Clause 8 of Chapter-VI of Tender document & Clause 7.7(e) of Article-7 of Draft License Agreement.
26	-	-	LDA द्वारा कोई ऑब्जेक्सन तो नहीं होगा यदि होगा तो उसकी जिम्मेदारी किसकी होगी	As per section 6 of the THE METRO RAILWAYS (OPERATION AND MAINTENANCE) ACT, 2002, LMRC has full authority to execute any lease or grant any licence in respect of the property held by it.
27	-	-	हमारे द्वारा अपनी दुकान में किसी अन्य ब्रांड का सामान लोगो के साथ बेचा जा सकता है या नहीं और हमारे द्वारा किसी अन्य ब्रांड का सब काउंटर लगा सकता हु या नहीं	Selling of other brands items is permitted. However sub-counters are not permitted.
28	-	-	अराजक तत्व से निबटने के लिए कोई सुरक्षा के उपाय LMRC द्वारा किया जायेगा या नहीं	Kindly refer Clause 7.8 of Article-7 of Draft License Agreement. However, law & order is state subject & has to be dealt/coordinated with police accordingly.
29	-	-	अपनी दुकान के अलावा अन्य जगह ब्रांडिंग कर सकता हु या नहीं	Not allowed.



Summary Sheet of ADDENDUM No.-1: Contract LKPD-03

Contract LKPD-03: RFP for developing, setting up, operating and maintaining commercial spaces of size less than 50 sqm. through licensing 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	2nd Para of Clause 40.2 of Chapter-V, Page 25 of Tender Document	The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. The above per sqm amount is separately applicable to each area of the outlet vis-à-vis kitchen area, seating area, billing counter etc.	The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. The above per sqm amount is separately applicable to each area of the outlet vis-à-vis kitchen area, seating area, billing counter etc.	Annexure-1 Page 25 R1



account the comments/ changes/ improvements as suggested, or have been suggested by LMRC from time to time ,and shall re-submit the same from time to time as per the time-lines as may be stipulated by LMRC.

LMRC shall not permit any major modifications in the outlets before the actual commencement of operations by the concessionaire. However, any modification activities, as per the approved drawings, shall be executed by the concessionaire only after actual commencement of their operations at LMRC.

40.2 Capital Expenditure Plan

The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by LMRC whose expenditure will be borne by the successful bidder.

The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2. ~~The above per sqm amount is separately applicable to each area of the outlet vis à vis kitchen area, seating area, billing counter etc.~~

40.3 Scope of the Concession

40.3.1. The Concessionaire shall use the Location(s) for the sole purpose of developing, operating and maintaining the Outlet and providing the Services, during the Concession Term and shall ensure that the Outlets are developed, operated and maintained as per international standards in line with the image envisaged for the LMRC and in accordance with the Good Industry Practice. The detailed scope and the terms and conditions governing the Concessionaire defined and stipulated in the Concession Agreement.

40.3.2 The Location(s) will be handed over to the Concessionaire on "as is where is" basis and LMRC shall not be responsible for its renovation, maintenance and up-keep from the actual date of handing over.

40.3.3 The Concessionaire is required to maintain the Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/ Consumers at the Metro Stations, at all the Concession Term. The range of