



# LUCKNOW METRO RAIL CORPORATION LIMITED

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LMRC/CE-Contract/PD/LKPD-04

Date: 16/05/2019

To,  
All bidders

**Subject:** - Addendum-1 & Reply to Pre-bid queries for tender LKPD-04.

**Ref:** - **Tender LKPD-04:** RFP for developing, setting up, operating and maintaining commercial spaces of size 50 to 100 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-04. Further, the tender submission/Opening dates along with other dates are revised as below:-

- Last date of issuing addendum : **16.05.2019**
- Date & Time of Submission of Tender : **28.05.2019 @ 15:00 Hrs.**
- Date & Time of Opening of Tender : **28.05.2019 @ 15:15 Hrs.**  
(Technical Bid)

**Enclosure: As Above**



(Deepak Gupta)  
Chief Engineer/Contract

**Contract LKPD-04 : Reply to Pre-Bid Queries**

**Contract LKPD-04: RFP for developing, setting up, operating and maintaining commercial spaces of size 50 to 100 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	Clause 40.2 of Chapter-V, Page 23 of Tender Document	<p>40.2 Capital Expenditure Plan</p> <p>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.</p> <p>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.</p>	Please clarify in-case the Capital Expenditure amount per sqm to be incurred will be remain the same or shall vary based on the areas within the outlet i.e. kitchen/seating etc.	Please refer Annexure-1 of Addendum-01.
2	Clause 40.3.5 of Chapter-V, Page 24 of Tender Document	<p>40.3.5 NON-EXCLUSIVE CONCESSION: Concessionaire will have a non-exclusive right, privilege, and obligation to operate and manage a food and beverage concession for the sale of food and beverage products and services in and from its Assigned Premises. At any time during the Term, LMRC may enter into other agreements with other concessionaires for the operation of food and beverage concessions similar to those of Concessionaire. It is understood and agreed that nothing in the RFP or Contract is to be construed to grant or authorize the granting of an exclusive right to an individual Concessionaire.</p>	Please advise if this clause is applicable to only Food and Beverage related outlets or to all services as listed in Annex 9(A).	Clause is applicable to all category as listed in Annexure-9A of Tender Document.
3	Clause 40.6 of Chapter-V, Page 24-25 of Tender Document	<p>40.6 Sub-licensing /assignment</p> <p>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.</p>	Clause 40.6 is in contradiction with Clause 7.5 of the License Agreement. Please clarify	Referred clauses are self explanatory. Sub-licensing is not allowed except with prior written intimation and approval from LMRC.
4	Clause 16 of Chapter-V, Page 19 of Tender Document	<p>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 nonavailability/ provision of these facilities.</p>	For Food Court/Resturants/Café/Nap & shower; for such services water supply and drainage is a mandatory requirement. Therefore, please specify the locations as listed in Annexure 1 which have the possibility & are feasible for providing water supply and drainage.	Drainage and water supply requirement shall be discussed by LMRC with successful tenderers and necessary arrangement would accordingly be provided by LMRC as mutually agreed.
5	Clause 7.7 (f) of Chapter-V, Page 121 of Draft License Agreement	<p>Telephone</p> <p>LMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost. LMRC reserves the right not to give such permission.</p>	Is the concessionaire allowed to use any telephone and internet supplier.	Kindly refer clause 7.7(f) of Article-7, Page 119 of Draft License Agreement.
6	Annexure 7(A), Page 65 of Tender Document	<p>Note:- 1) 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.</p>	Please share the list of documents which shall be considered as proof for providing services under Annex 7 (A)	Any document substantiating the existance of said outlets will be accepted.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
7	Clause 16 of Chapter-VII, Page 30-31 of Tender Document	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.	Please clarify for Technical Bid no further documentation is required other than the list specified in clause 16 of VII. BID SUBMISSION DETAILS & EVALUATION	Kindly refer clause 21.2 of Chapter-VII, Page 32 of Tender Document.
8	Annexure 13, Page 95 of Tender Document	Material specifications for refurbishment of built-up shop/bare spaces	Please advise all materials prohibited with regards to the furniture for the outlet	Material specifications for refurbishment of built-up shop/bare spaces are specified in Annexure-13, Page-95 of Tender Document. Furniture material will be selected by licensee themselves and should not be inflammable.
9	Annexure II, Page 143 of Draft License Agreement	LIST OF USAGES BANNED/ NEGATIVE LIST	Please clarify in-case only electrical inductions & hotplates are permitted for cooking at all locations.	For spaces in underground stations only electrical inductions & hotplates are permitted for cooking.  For spaces in elevated stations, kindly refer clause 43.3 of Chapter-V, Page 26 of Tender Document.
10	Clause 43.3 of Chapter-V, Page 28	The provision of gas bank as per the nature and requirement of license may be considered by LMRC subject to operational feasibility and availabilities of space and as defined by LMRC for gas bank.	We require gas for functioning of ovens, kindly let us know the provision of space by LMRC for Gas Bank at the proposed locations.	Kindly refer Clause 43.3 of Chapter-V, Page-26 of Tender Document and Clause 7.10(a) of Article-7, Page-120 of Draft License Agreement.
11	Annexure-12 of Tender Document, Page 75.	-	Our requirement is 35 KW to 40 KW load for ground floor locations and 85 to 90 KW for Concourse floor along with 3.5 core x 50 sq.mm Aluminium wire till Domino's premises. Please let us know if LMRC will be providing the electricity load required by Domino's. The charges proposed for necessary electrical work to supply the required electricity load seems to be on higher side and should be reconsidered by LMRC.	Kindly refer Clause 13.13 of Annexure-12(G), Page-87 of Tender Document.
12	-	-	As we are in the delivery business, kindly tell us the availability of parking spaces free/ reserves for 10-12 bikes that will be made available to JFL at each QSR locations on Ground floor.	Parking at Metro Stations, if available, will be provided as per para 7.7(g) of Article-7, Page-119 of Draft License Agreement.
13	-	-	Kindly let us know the space allocated for Domino's Signage and the direction sign provided by LMRC to promote the QSR brand at specified locations. We request Internal & External branding space / direction sign at metro station free of cost for initial 12 months.	Any branding/marketing support which does not conflict with the exclusive advertising rights awarded by LMRC would be considered on case to case basis.
14	-	-	Please confirm if LMRC will provide 100% power back up / inverter as installation of DG set is not permitted.	Kindly refer Clause 2 of Annexure-12, Page-74 & Clause 13.7 of Annexure-12(G), Page-87 of Tender Document.
15	-	-	Kindly let us know the space provided by LMRC for AC outdoor units / Fresh air outdoor units/ Exhaust outdoor units, at each location. We will require 6 to 8 AC outdoor units. Also please specify the routing and ducting provisions provided by LMRC at each location.	Kindly refer clause 7.10(a) of Article-7, Page-120 of Draft License Agreement.  Routing & ducting shall be made by Licensee itself subject to its feasibility in the licensed spaces.
16	-	-	Kindly clarify whether LMRC will provide sewerage and drainage provision free of cost at the locations.	Kindly refer Clause 16 of Chapter-V, Page-19 of Tender Document and Clause 7.7(e) of Article-7, Page-119 of Draft License Agreement.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
17	-	-	Kindly let us know the provision for water supply at each location, and the space provided by LMRC for water tank of 2000 Litre capacity to meet our water requirements.	Kindly refer Clause 16 & 29 of Chapter-V, Page-19 & 20 respectively of Tender Document. Kindly also refer clause 7.10 (d) of Article-7, Pg. 120 of Draft License Agreement.
18	-	-	Kindly clarify if whether JFL can make Loft inside the store for dry storage.	Kindly refer Clause 7.10(d) of Article-7, Page-120 of Draft License Agreement.
19	-	-	Are we allowed to operate beyond the running hours of LMRC. We will require two to three hours for Restaurant cleaning, closer activity & maintenance work after operation hour, LMRC is requested to provide the permission for the same.	Station Entry/Exit are closed after the operation hours. Any space located outside entry/exit can be operated beyond Metro operating hours. For spaces located inside station, it can be considered subject to demand & without compromising on any safety & operational requirements. Restaurant cleaning, closure activity & maintenance work can be carried out after operation hour without compromising on any safety & operational requirements.
20	-	-	It is requested that LMRC will provide all necessary approvals for loading and of loading of the raw materials/goods.	Loading & off-loading of raw materials/goods shall be allowed without compromising on any safety & operational requirements.
21	-	-	We are require to registered the agreement between LMRC & JFL. In this context please clarify who will bear the registration & stamp duty charges for the same.	Kindly refer Clause 3.37 of Article-3, Page-107 of Draft License Agreement.



### Summary Sheet of ADDENDUM No.-1: Contract LKPD-04

**Contract LKPD-04: RFP for developing, setting up, operating and maintaining commercial spaces of size 50 to 100 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 23 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. <del>The above per sqm amount is separately applicable to each area of the outlet vis-à-vis kitchen area, seating area, billing counter etc.</del>	<b>Annexure-1 Page 23 R1</b>



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 (5<sup>th</sup>) 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

