



# उत्तर प्रदेश मेट्रो रेल कॉरपोरेशन लि०

## UTTAR PRADESH METRO RAIL CORPORATION LTD.

(Formerly Known as Lucknow Metro Rail Corporation Ltd.)  
(भारत सरकार एवं उत्तर प्रदेश सरकार का एक संयुक्त उपक्रम)  
(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF U.P.)

UPMRC/PD/CE-Contract/ LKPD-07

Date: 09.08.2021

To,

All Bidders

**Subject : Reply to Pre-bid queries for Tender LKPD-07**

**Reference : LKPD-07:** RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Rail Corporation at Lucknow

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Dear Sir,

Please find enclosed herewith the reply to pre-bid queries in r/o the tender LKPD-07. Further, the submission and opening dates remain same as follows:

- Date & Time of submission of tender : 16.08.2021 upto 15:00 Hrs
- Date & Time of opening of tender : 16.08.2021 @ 15:30 Hrs

(Col. Ashish Dwivedi)  
CE (Contract)



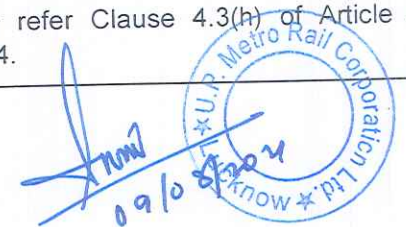
(AN ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 Certified Company)

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**Contract LKPD-07 : Reply to Pre-Bid Queries**

**Contract LKPD-07: RFP for developing, setting up, operating and maintaining commercial spaces at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.**

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
1	Clause 43.3 of Chapter-V, Page 30	The provision of gas bank as per the nature and requirement of license may be considered by UPMRC 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 UPMRCL for Gas Bank at the proposed locations.	Kindly refer Clause 43.3 of Chapter-V, Page-30 of Tender Document and Clause 7.10(a) of Article-7, Page-143 of Draft License Agreement.
2	Annexure-12 of Tender Document, Page 95.	-	Our requirement is 35 KW to 40 KW load for ground floor locations along with 3.5 core x 50 sq.mm Aluminium wire till allotted space premises. UPMRC need to provide the requisite load	Kindly refer Clause 13.13 of Annexure-12(G), Page-108 of Tender Document.
3	-	-	Kindly tell us the availability of parking spaces free/ reserves for 10-12 bikes that will be made available to firm 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-146 of Draft License Agreement.
4	-	-	Apart from firm's front signage, we would be requiring a pole signage/ bus stop signage at front of the premises.	Any branding/marketing support which does not conflict with the exclusive advertising rights awarded by UPMRC would be considered on case to case basis.
5	-	-	Please confirm the space for the installation of D.G set	Kindly refer Clause 2 of Annexure-12, Page-95 of Tender Document.
6	-	-	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 UPMRC at each location.	Kindly refer clause 7.10(a) of Article-7, Page-146 of Draft License Agreement. Routing & ducting shall be made by Licensee itself subject to its feasibility in the licensed spaces.
7	-	-	Kindly clarify whether UPMRC will provide sewerage and drainage provision free of cost at the locations.	Kindly refer Clause 16 of Chapter-V, Page-22 of Tender Document and Clause 7.7(e) of Article-7, Page-145 of Draft License Agreement.
8	-	-	Need card base entry for all firm's staff to access the toilet of that particular station . Facing lots of issues at existing stores especially female employees.	Kindly refer Clause 4.3(h) of Article 4 page no.134.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
9	-	-	Need water supply 24X7 with the connection till said premises.	Kindly refer Clause 16 of Chapter-V, Page-22 of Tender Document.
10			Existing front car parking area need to be cleared before opening of the store as it is hiding the visibility of the store.	Requisite action shall taken by UPMRC on request of the Licensee and as per site conditions.
11			Rent free fitout period starting date should be linked with the possession delivery date / store fit-out starting date	As per existing contract condition.
12	-	-	Kindly clarify if whether firm can make Loft inside the store for dry storage.	Kindly refer Clause 3.1.1 of Article-3, Page-127 of Draft License Agreement.
13	-	-	Are we allowed to operate 24 hrs at each ground floor location.	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.
14			Front Shutter need to be provided by UPMRCL	Kindly refer Clause 3 and Clause 40.3.2 of Chapter V of tender document.
15			Open shaft inside the premises need to be covered by UPMRCL	Kindly refer Clause 3 and Clause 40.3.2 of Chapter V of tender document.
16	-	-	Need approval for making the front entrance and fire exit door as per the layout of firm.	The Licensee shall submit drawing/plan for the proposed outlet for approval of UPMRC.
17			Three numbers of earthing required till said premises	Earthing shall be permitted subject to availability of space & site conditions. The cost of such arrangement shall be borne by the Licensee.
18	-	-	Fire connection Tap-off required inside the said premises	Fire connection tap-off shall be provided from the nearest fire hydrant of UPMRC.



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19	Subject: License Fee- Reference- Annexure – 8, Page 87 (Financial Bid Form) Category A2/A3: page 89/ 90		<p>The Reserve Price/ License Fee mentioned in the tender for category A3 stations are extremely high w.r.t the market conditions, hence it is suggested that it should be reduced as per suggestions below:</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Shop No.</th> <th>Metro Station</th> <th>Area Sq. ft</th> <th>License Fee</th> <th>Suggested license fee</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07-AL1-01</td> <td>Alambagh</td> <td>235</td> <td>11866</td> <td>3560</td> </tr> <tr> <td>2</td> <td>07-BA1-01</td> <td>Badshah Nagar</td> <td>360</td> <td>18162</td> <td>7264</td> </tr> <tr> <td>3</td> <td>07-CH1-05</td> <td>Charbagh</td> <td>497</td> <td>39362</td> <td>15744</td> </tr> <tr> <td>4</td> <td>07-IT1-01</td> <td>IT College</td> <td>297</td> <td>13098</td> <td>3930</td> </tr> <tr> <td>5</td> <td>07-KN1-04</td> <td>Krishna Nagar</td> <td>396</td> <td>14969</td> <td>5988</td> </tr> <tr> <td>6</td> <td>07-MN1-02</td> <td>Munshipulia</td> <td>393</td> <td>23547</td> <td>9419</td> </tr> <tr> <td>7</td> <td>07-BH2-03</td> <td>Bhootnath</td> <td>638</td> <td>32155</td> <td>11254</td> </tr> <tr> <td>8</td> <td>07-HZ3-02</td> <td>Hazratganj</td> <td>1614</td> <td>216074</td> <td>86430</td> </tr> </tbody> </table>	S.N.	Shop No.	Metro Station	Area Sq. ft	License Fee	Suggested license fee	1	07-AL1-01	Alambagh	235	11866	3560	2	07-BA1-01	Badshah Nagar	360	18162	7264	3	07-CH1-05	Charbagh	497	39362	15744	4	07-IT1-01	IT College	297	13098	3930	5	07-KN1-04	Krishna Nagar	396	14969	5988	6	07-MN1-02	Munshipulia	393	23547	9419	7	07-BH2-03	Bhootnath	638	32155	11254	8	07-HZ3-02	Hazratganj	1614	216074	86430	As per existing contract condition
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20	Subject: Security Deposit- Reference- Clause 2, Page 31 (Chapter - VI)		<p>“Successful bidder shall have to deposit 6 (Six) month License fee as Interest Free Security Deposit (IFSD) to UPMRC. Interest Free Security Deposit (IFSD) shall be submitted equivalent 6 (six) months License Fee in the form of Demand Draft/ Bank Guarantee drawn on any Indian Scheduled Bank in favour of “Uttar Pradesh Metro Rail Corporation Limited” payable at Lucknow.”</p> <p>Security Deposit is equal to 06 months license fee which is also exceedingly high. It is suggested that it should be reduced to 03 months</p>	As per existing contract condition																																																						
21	Subject: Lock in period Reference- Clause 27, Page 21 (Chapter - V)		<p>“Lock in period shall be Eighteen months (18 months) from date of start of License Period.”</p> <p>Lock in period is 18 months from the date of start with 6 months written notice of the facility is high. Keeping COVID-19 pandemic, it is suggested that it should be for 3 months with a written notice of 30 days.</p>	As per existing contract condition																																																						
22	Subject: License Fee Payment Reference- Clause 32.1(ii)(a), Page 24 (Chapter - V)		<p>“a. Minimum Guarantee License fee shall be paid on quarterly basis in equal proportions.”</p> <p>It is payable in advance on quarterly basis. It is suggested that it should be monthly payable in the first week of every month.</p>	As per existing contract condition																																																						



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23	"Subject:License Fee for Mezzanine Floor Reference- Clause 37, Page 26 (Chapter - V)		<p>33. "In case mezzanine floor is built by the licensee for ground floor space at metro stations, additional license fee @ 50% of the license fee of the space will be payable by licensee to the UPMRC. Interest Free Security Deposit (IFSD) shall have to be deposited as per actual monthly license fee charged for the space within 15 days period from the date of start of Shop's operation, failing which it shall be treated as Licensee's Event of Default. Mezzanine Floor can only be constructed by the licensee only after approval of the UPMRC. For areas/ spaces with lower height, intermediate slabs may be permitted with approval of UPMRC for storage of utilities, shall not be charged.</p> <p>Mezzanine floor constructed exclusively for the purpose of storage shall also not be charged, however, the mezzanine used for any other purpose shall be charged at the above rate."</p> <p>Mezzanine Floor, if constructed on ground floor, the bidder shall pay 50% additional license fee to UPMRC – This should be zero because the bidder is already paying licensee fee for the ground area as specified in tender and creating mezzanine floor (if ceiling height permits), will require additional capital investment to create this space and this is not additional ground area allotment.</p>	As per existing contract condition
24	"Subject:Fixed cost for Electrical Connection Reference- Clause 4, Page 31 (Chapter - VI)		<p>"Fixed cost of Rs. 10,000/- (plus applicable GST, if any) (per location) shall be charged by UPMRC for providing electric power connection from source point. Party shall extend power supply from this point at their own cost."</p> <p>Fixed cost of Rs. 10,000 + GST for providing electrical connection is extremely high. It should be zero because any such cabling extra will remain the property of UPMRC, and the electricity connection should be given at the site by UP Metro.</p>	As per existing contract condition
25	Subject:Lockdown/ Force majeure		In case lock down /force majeure condition, the license fee should be waived off and zero license fee concept to be applied. Also existing contract should be extended for such zero license fee period.	As per existing force majeure condition



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
26	Subject:Signing of agreement		<p>"On Rs. 500 stamp paper."</p> <p>Recently Revenue Deptt, UP Govt, has raised an issue of Stamp Duty applicable to Concessionaire agreements. Rather, it is implemented on PAN India bases.The value of stamp paper for signing the agreement( stamp duty payable ) has to be equal to the amount as paid while purchasing a property. That is Stamp paper used for signing of agreement has to be ( Contract value x % of stamp duty as applicable for purchasing of property).This amount will be in lakhs.It is suggested that this amount has to factored in from the payable concessionaire license Fee since the bidder is a tenant and not purchasing the property. The ownership of the leased space remains with the UPMRC all the times.</p>	Kindly refer clause no.31 chapter V page no.24
27	"Subject:Interest rate on Delay of payment of Licence Fee and other charges Reference:Clause 5.2/ Article5/ page 138.		<p>"Delay of payment, a 30 days Cure Notice/ Default Notice shall be issued to pay the o/s license fee</p> <p>18% interest is too high.It is suggested that it should be 8%.</p>	As per existing contract condition
28			<p>Will it be possible to allow us to create a lift/stairs from the parking lot so we can access this area separately? We may require a 50-100 sq ft area from the parking lot to create this lift/stairs. We will make this lift/stairs on our own and it will be removed if/whenever we leave this PD area in the future.</p>	Kindly refer clause no. 3.13 Article 3 page 128.
29			<p>As per tender document, Aneexure 9B (page no. 92) and Aneexure-II (Page no. 187), installation of ATMs is in the list of Usage Banned / Negative List. Being a Public Sector Bank, we would like to install ATMs, BNAs (Bunch Note Acceptors), Passbook Updation Machines, Check Deposit Machines, Debit Card Issuance Machines and other Kiosks. Please clarify whether we can go ahead.</p>	Instalation of ATM's , BNA's, Passbook updation Machines, Check Deposite Machines, Debit card issuance machines and other banking related kiosks shall be allowed in case of commercial banks directly bidding for license space under this tender.



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
30			As per tender document, Chapter VII Bid Submission Details & Evaluation point no. 13 and 14, Bid Security Amount and EMD has to be submitted. Please clarify, whether both or anyone are required to be submitted being a PSU Bank. If yes, what amount is required for EMD.	Kindly refer Chapter III, point 10 page 12. Accordingly bid security and EMD(Earnest Money Deposit) have one and the same meaning and are used interchangeability in the tender.
31			As per Annexure – A, Page no. 70, Point no. 6 (Annexure-5), regarding power of Attorney for signing of Application, it is mentioned that Board resolution is required. But being Public Sector Bank, competent authority has been empowered to sign the application and there is no need of Board resolution. Please clarify the acceptance of the same.	Agreed and the approval of the competent authority for authorised official of the bank for signing the tender documents may be attached in place of Board resolution.
32			Point no. 40.2 (Capital Expenditure Plan) at page no. 27 is not clear. Please elaborate the same.	Clause no.40.2 of Chapter V, page 27 shall not be applicable to banks.
33			The leasing area should be bounded by shutters or glass glazing, which is missing currently. In our view, one of the options should be addressed and needs to be installed by UPMRC.	Kindly refer Clause 3 and Clause 40.3.2 of Chapter V of tender document.
34			The placement of the HVAC machine by a catwalk on the rear side of the wall.	Kindly refer clause no. 3.13 Article 3 page 128.
35			The punctuation / opening is to be covered with toughened glass from the rear side of the wall so that it can enhance the rear side view which is facing the greenery of the said park.	The Licensee shall submit drawing/plan for the proposed outlet for approval of UPMRC.
36			Sub-leasing of the shop has to be allowed in case we want to introduce sub- brands.	Kindly refer clause 40.6 chapter V page no.29
37			Without taking any brand, can we take / introduce other food brands to make it a feasible venture.	As per existing contract condition
38			Parking area to be enhanced if possible.	Kindly refer to para 7.7(g) of Article-7, Page-146 of Draft License Agreement.
39			We need to install Fresh Air Exhaust equipment on the rear side of the property.	Kindly refer clause no. 3.13 Article 3 page 128.
40			AS WE ARE AWARE OF THE FACT THAT THE RETAIL IS FACING A LOW IN CURRENT TIMES OF COVID – 19, THROUGHOUT, IT GETS DIFFICULT TO BID FOR RENT OF THE MENTIONED LOCATION / SITE. SUCH HIGH RENT IS ABOVE OUR CURRENT EXPECTATION AND HENCE SEEK A REDUCTION IN THE RESERVE RENT BY 15% ON CURRENT CALCULATION.	As per existing contract condition



S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
41			<p>IN CASE WE ARE INTERESTED IN MULTIPLE LOCATIONS, KINDLY ALLOW THE CONSTRUCTION TO BE DONE SUBSEQUENTLY AND NOT SIMULTANEOUSLY. ALSO MAKE A PROVISION FOR THE SAME IN THE PAYMENT OF RENT FOR THE LOCATIONS.</p>	<p>As per existing contract condition</p>

