



उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन 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.)

No UPMRC/CE Contract/LKPD-11/2023-24

Dated 26.10.2023

ADDENDUM-01

Tender Title/Name of work: Tender LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

Addendum-01 along with replies to pre-bid queries of above tender is being issued and uploaded on CPP Portal.

For any further modifications/changes (if any), bidders are advised to stay updated on e-tendering portal (<https://etenders.gov.in/eprocure/app>) for information please.


26/10/23
CE/ Contract

Reply to Pre-Bid Queries LKPD-11

S.No	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC Reply
1	Clause 4.1.1.3 (B) of Article:4 of DLA. Page no:76	Escalation: The quoted Minimum Monthly License Fee and IFSD is subjected to escalation as defined below. The fixed Monthly License fee and IFSD shall be escalated by 6% annually, on compounding basis. The firm shall submit the escalated IFSD amount within (7) seven days of the start of the escalated period.	Kindly restore the rental increment or enhancement to 15per at every 3 years instead of 6per per year.	As per tender conditions
2	Clause 23, Chapter (V) of RFP. Page no:21	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 UPMRC, of initial license period (03 years) on escalated rates governed by clause 2.15 of Article:2 (Grant of license and other conditions) of agreement. Further extension of the license beyond 9(3+3+3) years shall be on sole discretion of UPMRC.	The tenure of the contract has been cut short to 9 years from 15 years. Kindly increase the time period as per previous contract.	As per tender conditions

Tender LKPD-11 : Summary sheet for Addendum-1

Tender LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	-	-	<u>5. Cost of Tender Document as mentioned in 4(iv) above and Bid Security amount as per Clause 7 of Chapter 1 (NIT) shall be accepted through RTGS/ NEFT/ IMPS in following account-</u>	Please refer Annexure-A of Addendum-1 Page 3R
2	Clause no. 7, Details of spaces, Chapter-1: Notice Inviting Tender Page no. 5	-	Please refer revised list of spaces (i) Two spaces added in A1 Category at Sl. No. 11 & 12 (ii) Two spaces added in A3 Category at Sl. No. 23 & 24.	Please refer Annexure-B of Addendum-1 Page 5R
3	Clause no. 8; Chapter-IV: Introduction Page no. 18	-	Please refer revised list of spaces (i) Two spaces added in A1 Category at Sl. No. 11 & 12 (ii) Two spaces added in A3 Category at Sl. No 23 & 24	Please refer Annexure-C of Addendum-1 Page 18R
4	Annexure 7; Technical Bid Form Page no. 53		Please refer revised list of spaces: Two spaces added in A1 Category at Sl. No. 11 & 12	Please refer Annexure-D of Addendum-1 Page 53R
5	Annexure 7; Technical Bid Form Page no. 54		Please refer revised list of spaces: Two spaces added in A3 Category at Sl. No 23 & 24	Please refer Annexure-E of Addendum-1 Page 54R

6	Clause 5.1.2 of DLA, Page No. 78	UPMRC may, at its sole discretion, for any reason whatsoever, at any time during the Concession Term, terminate the rights of the Concessionaire with respect to any of the Licensed space(s) or all the Licensed spaces, whenever UPMRC shall determine that such Termination is in the best interests of UPMRC; provided that before such Termination, UPMRC shall give a notice of 180 days' and inform the Concessionaire of its intent to terminate the Agreement.	UPMRC may, at its sole discretion, for any reason whatsoever, at any time during the Concession Term after the expiry of lock-in period as per clause no. 24 of chapter (V) of RFP , terminate the rights of the Concessionaire with respect to any of the Licensed space(s) or all the Licensed spaces, whenever UPMRC shall determine that such Termination is in the best interests of UPMRC; provided that before such Termination, UPMRC shall give a notice of 180 days' and inform the Concessionaire of its intent to terminate the Agreement.	Please refer Annexure-F of Addendum-1 Page 78R
7	Annexure-1: Drawing/Sketch (Attached), Draft License Agreement, Page No. 123.		Please refer revised list of spaces: (i)Two spaces added in A1 Category at Sl. No. 11 & 12 (ii)Two spaces added in A3 Category at Sl. No 23 &24	Please refer Annexure-G of Addendum-1 Page 123R
8	Drawing No-3 Draft License Agreement, Page No. 126.	Drawing no. 3	Please refer revised drawing no. 3R1, page no. 126 R1 (one space added in drawing as 11-AB1-01)	Please refer Annexure-H of Addendum-1 Page 126 R1
9	-	-	Please refer revised drawing no. 3 R2, page no. 126 R2 (Three spaces added in drawing as 11-CH1-05, 11-CH3-03 &11-CH3-04)	Please refer Annexure-I of Addendum-1 Page 126 R2
10	-	BOQ in excel format	<u>Revised excel file of BOQ uploaded in finance cover on CPP Portal</u>	

LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

ix.	Date & time of opening of Bid/Tender (Technical Bid)	08.11.2023 (15:00 Hrs).
x.	Date & time of opening of Bid/Tender (Financial Bid)	Will be notified after the technical bid opening process.
xi.	Validity of Bid document	180 days from tender submission end date.
xii.	Authority, seeking any clarifications	Chief Engineer / Contract, Uttar Pradesh Metro Rail Corporation, Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow – 226010. https://etenders.gov.in/e procure/app (Email: cecontract@upmrcl.co.in/ cecontractlmrc@gmail.com)

***Cost of Tender and Tender Security shall be submitted by the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation.**

5. Cost of Tender Document as mentioned in 4(iv) above and Bid Security amount as per Clause 7 of Chapter 1 (NIT) shall be accepted through RTGS/ NEFT/ IMPS in following account-

Bank Account in name of	UTTAR PRADESH METRO RAIL CORPORATION LTD
Bank Account No	50200009236810
Name of Bank	HDFC Bank
IFSC CODE	HDFC0001267
BRANCH	06,SAPRU MARG, HAZRATGANJ, LUCKNOW, UTTAR PRADESH
Beneficiary Bank name	HDFC BANK

6. Eligible Applicants:

- i. The 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 9 of Chapter-1 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. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified.

LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

4	11-AB1-03	Alambagh Bus stand	Ground-unpaid	203	114610
5	11-DU1-02	Durgapuri	Ground Floor-Catchment	245	25793
6	11-DU1-03	Durgapuri	Ground Floor	285	27912
7	11-BA1-05	Badshah Nagar	Ground Floor	200	31461
8	11-MN1-03	Munshipulia	Concourse-unpaid	479	66275
9	11-VV1-04	Vishwavidyalaya	Concourse-unpaid	289	27698
10	11-BH1-03	Bhoothnath	Ground-unpaid	134	42236
11	11-CH1-05	Charbagh	Concourse-unpaid	497	75188
12	11-AB1-01	Alambagh Bus Stand	Ground-unpaid	480	271003
Category A2: Spaces of size 50 sqm to 100 Sqm/ 538.19 sqft to 1076.39 sqft.					
11 13	11-BA2-04	Badshah Nagar	Ground-unpaid	678	103608
12 14	11-BA2-05	Badshah Nagar	Ground-unpaid	787	121487
13 15	11-HZ2-03	Hazratganj	Concourse-unpaid	874	262944
14 16	11-IT2-03	IT College	Concourse-unpaid	604	50880
15 17	11-IT2-04	IT College	Ground-unpaid	613	82901
16 18	11-VV2-03	Vishwavidyalaya	Concourse-unpaid	547	51061
17 19	11-KD2-01	KDSS	Ground-unpaid	780	107688
18 20	11-AL2-01	Alambagh	Ground-unpaid	643	132453
Category A3: Spaces of size more than 100 Sqm/ 1076.39 sqft.					
19 21	11-HS3-03	Hussainganj	Ground-unpaid	2489	380384
20 22	11-AB3-01	Alambagh Bus stand	Ground-unpaid	1107	180768
23	11-CH3-03	Charbagh	Concourse-unpaid	6059	688634
24	11-CH3-04	Charbagh	Concourse-unpaid	6394	726759

8. Locations of above commercial spaces offered on Metro Stations are shown in drawings attached under Annexure-1. Actual area (carpet area) shall be measured at the time of handing over of the space(s). If there is any major variation in area (i.e. more than +/- 5%), the License fees shall be charged on pro-rata/ actual area basis. Interest free security deposit (IFSD) guarantee will not be readjusted if the variation in area handed over is up to (+/-) 5% else IFSD will also be readjusted according to actual area of the shop. However, such variation in area at the time of handing over of space shall in no case effect the eligibility of the selected bidder for the licensed space under consideration.

9. Minimum Eligibility Criteria:

For demonstrating Technical & Financial Capacity, the Bidder shall satisfy each of the following criteria as tabulated below:-

9	11-VV1-04	Vishwavidyalaya	Concourse-unpaid	289	14500
10	11-BH1-03	Bhoothnath	Ground-unpaid	134	22111
11	<u>11-CH1-05</u>	<u>Charbagh</u>	<u>Concourse-unpaid</u>	<u>497</u>	<u>39362</u>
12	<u>11-AB1-01</u>	<u>Alambagh Bus Stand</u>	<u>Ground-unpaid</u>	<u>480</u>	<u>141874</u>
Category A2: Spaces of size 50 sqm to 100 Sqm/ 538.19 sqft to 1076.39 sqft.					
11 <u>13</u>	11-BA2-04	Badshah Nagar	Ground-unpaid	678	54240
12 <u>14</u>	11-BA2-05	Badshah Nagar	Ground-unpaid	787	63600
13 <u>15</u>	11-HZ2-03	Hazratganj	Concourse-unpaid	874	137655
14 <u>16</u>	11-IT2-03	IT College	Concourse-unpaid	604	26636
15 <u>17</u>	11-IT2-04	IT College	Ground unpaid	613	43400
16 <u>18</u>	11-VV2-03	Vishwavidyalaya	Concourse-unpaid	547	26731
17 <u>19</u>	11-KD2-01	KDSS	Ground-unpaid	780	56376
18 <u>20</u>	11-AL2-01	Alambagh	Ground-Unpaid	643	69431
Category A3: Spaces of size more than 100 Sqm/ 1076.39 sqft.					
19 <u>21</u>	11-HS3-03	Hussainganj	Ground-unpaid	2489	199137
20 <u>22</u>	11-AB3-01	Alambagh Bus stand	Ground-unpaid	1107	94635
23	<u>11-CH3-03</u>	<u>Charbagh</u>	<u>Concourse-unpaid</u>	<u>6059</u>	<u>360511</u>
24	<u>11-CH3-04</u>	<u>Charbagh</u>	<u>Concourse-unpaid</u>	<u>6394</u>	<u>380470</u>

INTERPRETATIONS

- (a) Reference to Clauses, Sections, or Annexures is reference to Clauses, Sections, Recitals, Appendixes, Schedules and Annexures of this RFP.
- (b) For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.
- (c) 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.
- (d) The Annexures of this RFP shall form an integral part of the RFP and shall be read along with the RFP.
- (e) 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, 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.

LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

Annexure-6
TECHNICAL BID FORM

(On Official letterhead of the Bidder)

Dated:

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 (subjected to escalation as detailed in RFP).
2. I/ We have studied Bid Document/all Terms of Offer carefully, also surveyed the UPMRC Space(s) offered.
3. I/We offer Bid Security to UPMRC for the below shop (s) in accordance with the Bid Document.

S.N	Shop No.	Metro Station	Location	Area (approx.) (Sq. ft.)	Bid security (in Rupees)	Tick mark applicable ones and strike-out others please.	Category of the proposed business (refer-Annexure 9A)
Category A1: Spaces of size less than 50 Sqm/538.19 Sqft.							
1	11-AL1-02	Alambagh	Concourse-unpaid	306	34253		
2	11-AL1-03	Alambagh	Ground-Unpaid	351	62010		
3	11-AL1-04	Alambagh	Ground-Unpaid	349	62081		
4	11-AB1-03	Alambagh Bus stand	Ground-unpaid	203	114610		
5	11-DU1-02	Durgapuri	Ground Floor-Catchment	245	25793		
6	11-DU1-03	Durgapuri	Ground Floor	285	27912		
7	11-BA1-05	Badshah Nagar	Ground Floor	200	31461		
8	11-MN1-03	Munshipulia	Concourse-unpaid	479	66275		
9	11-VV1-04	Vishwavidyalaya	Concourse-unpaid	289	27698		
10	11-BH1-03	Bhoothnath	Ground-unpaid	134	42236		
11	11-CH1-05	Charbagh	Concourse-unpaid	497	75188		
12	11-AB1-01	Alambagh Bus Stand	Ground-unpaid	480	271003		
Category A2: Spaces of size 50 sqm to 100 Sqm							
11 13	11-BA2-04	Badshah Nagar	Ground-unpaid	678	103608		
12 14	11-BA2-05	Badshah Nagar	Ground-unpaid	787	121487		
13 15	11-HZ2-03	Hazratganj	Concourse-unpaid	874	262944		
14 16	11-IT2-03	IT College	Concourse-unpaid	604	50880		
15 17	11-IT2-04	IT College	Ground-unpaid	613	82901		
16 18	11-VV2-03	Vishwavidyalaya	Concourse-unpaid	547	51061		
17 19	11-KD2-01	KDSS	Ground-unpaid	780	107688		
18 20	11-AL2-01	Alambagh	Ground-unpaid	643	132453		
Category A3: Spaces of size more than 100 Sqm							

LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

19 21	11-HS3-03	Hussainganj	Ground-unpaid	2489	380384		
20 22	11-AB3-01	Alambagh Bus stand	Ground-unpaid	1107	180768		
23	11-CH3-03	Charbagh	Concourse-unpaid	6059	688634		
24	11-CH3-04	Charbagh	Concourse-unpaid	6394	726759		

Eligibility Profile:- For Compliance to Minimum Eligibility Criteria (refer Clause 9 of NIT):-

***For bidders submitting their bid directly:-**

(A) Technical Capacity			
1.	Name of Bidder		
2.a)	Name of the Locations and full particulars of the Outlet [As per NIT]	Location and Address with details:- 1. 2.	
2.b)	Entity/Model operating the Business (as mentioned in S. No. 2.a above)	1. 2.	
2.c)	Date of start of Operations of company/ brand Outlet (as mentioned in S. No. 2.a above)	1. 2.	
3.	No. of years of Experience in business as mentioned in 2 above. Years.	
(B) Financial capacity			
4.	Company Annual Turnover from its business from similar category (for which the respective space has been bid for) [Bidder to produce certificate from the Chartered Accountant/Company Auditor in the format prescribed in Annexure-6(B)]	Financial Year (as per Annexure 6(B))	Turnover (in INR Lakhs)

**** For bidders submitting through franchise model:-**

I/We offer Bid through franchise model. I/we intended to open an outlet or joint of a Brand of repute. The name of the Brand is_____.

LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

ARTICLE 5 TERMINATION

5.1 Termination for Concessionaire's Event of Default:

5.1.1 Without prejudice to any other rights or remedies which UPMRC may have under this Agreement, upon occurrence of a Concessionaire's Event of Default as defined in article 10.2 of DLA, UPMRC shall be entitled to terminate this Agreement; provided that before such Termination, UPMRC shall by a notice of default, inform the Concessionaire of its intent to terminate the Agreement and grant 30 (thirty) days to the Concessionaire to cure the default, and may after expiry of such 30 (thirty) days, terminate the Agreement.

5.1.2 Where the Agreement is terminated by UPMRC upon Concessionaire's Event of Default, UPMRC shall have the right to forfeit the entire Interest Free Security Deposit and the Concessionaire shall have no claims against UPMRC. UPMRC shall also have the right to recover any amount due from concessionaire which UPMRC is not able to adjust from the IFSD submitted by the concessionaire in the present agreement/contract from any other contract of the concessionaire with UPMRC or otherwise.

5.2 Termination by UPMRC for Convenience:

5.2.1 UPMRC may, at its sole discretion, for any reason whatsoever, ~~at any time during the Concession Term~~ **after the expiry of lock-in period as per clause no. 24 of chapter (V) of RFP**, terminate the rights of the Concessionaire with respect to any of the Licensed space(s) or all the Licensed spaces, whenever UPMRC shall determine that such Termination is in the best interests of UPMRC; provided that before such Termination, UPMRC shall give a notice of 180 days' and inform the Concessionaire of its intent to terminate the Agreement.

5.2.2 The Concessionaire agrees and acknowledges that, upon Termination by UPMRC for convenience, the Concessionaire shall not be entitled for damages, reimbursement of any costs or compensation for anticipatory profits.

5.2.3 Where the Agreement is terminated by UPMRC for convenience, on expiry of notice period and payment of all outstanding dues and after vacation of the licensed spaces and restoring it to its original state, UPMRC shall release and refund the available Interest Free Security Deposit to the Concessionaire.

5.3 Termination by Concessionaire for Convenience:

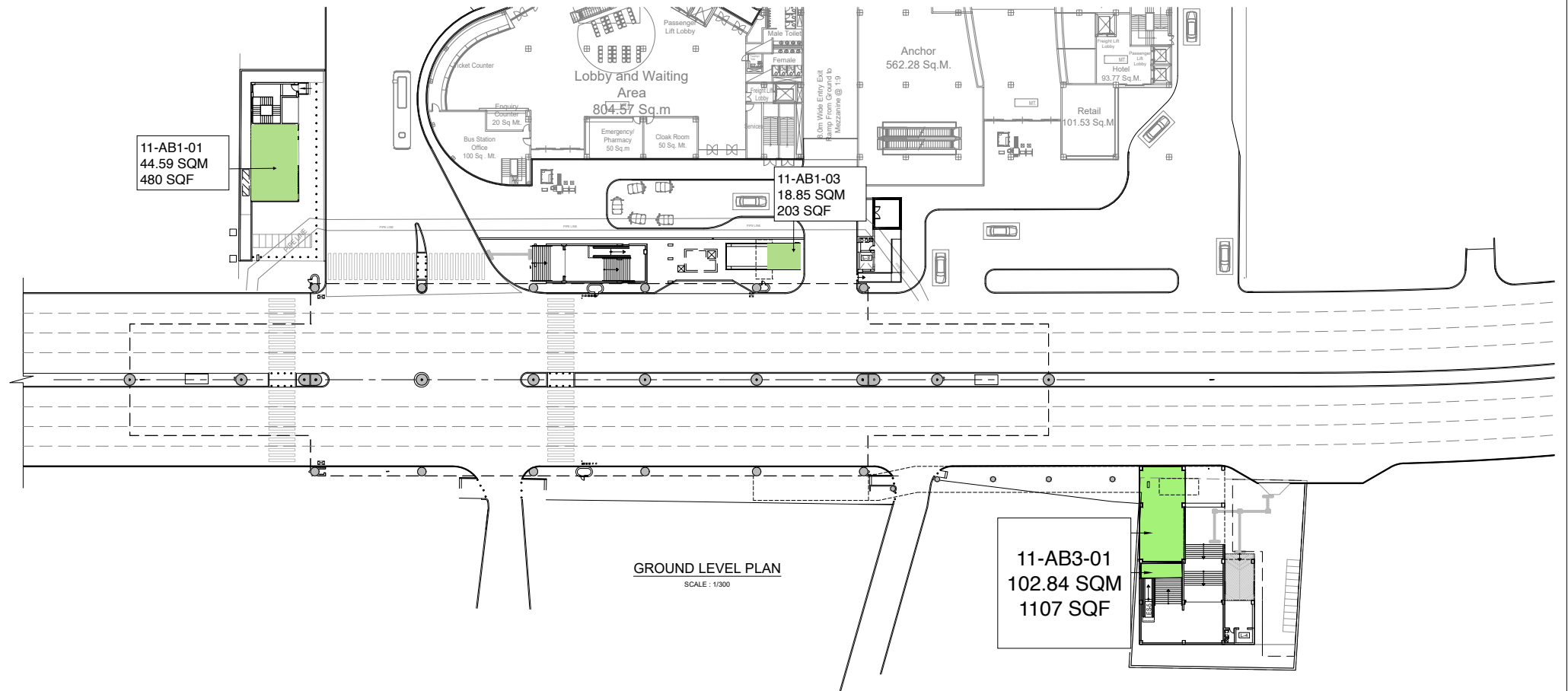
LKPD-11: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of N-S Corridor of Uttar Pradesh Metro Rail Corporation at Lucknow.

Annexure -I
Drawing/Sketch (Attached)

SN	Shop No.	Metro Station	Location	Area (approx.) (Sq. ft.)	Drawing No.
Category A1: Spaces of size less than 50 Sqm/538.19 Sqft.					
1	11-AL1-02	Alambagh	Concourse-unpaid	306	1
2	11-AL1-03	Alambagh	Ground-Unpaid	351	2
3	11-AL1-04	Alambagh	Ground-Unpaid	349	2
4	11-AB1-03	Alambagh Bus stand	Ground-unpaid	203	3
5	11-DU1-02	Durgapuri	Ground Floor-Catchment	245	4
6	11-DU1-03	Durgapuri	Ground Floor	285	4
7	11-BA1-05	Badshah Nagar	Ground Floor	200	11
8	11-MN1-03	Munshipulia	Concourse-unpaid	479	13
9	11-VV1-04	Vishwavidyalaya	Concourse-unpaid	289	8
10	11-BH1-03	Bhoothnath	Ground-Unpaid	134	12
11	11-CH1-05	Charbagh	Concourse-unpaid	497	3R2
12	11-AB1-01	Alambagh Bus Stand	Ground-unpaid	480	3R1
Category A2: Spaces of size 50 sqm to 100 Sqm/ 538.19 sqft to 1076.39 sqft.					
11 13	11-BA2-04	Badshah Nagar	Ground-unpaid	678	11
12 14	11-BA2-05	Badshah Nagar	Ground-unpaid	787	11
13 15	11-HZ2-03	Hazratganj	Concourse-unpaid	874	6
14 16	11-IT2-03	IT College	Concourse-unpaid	604	9
15 17	11-IT2-04	IT College	Ground-unpaid	613	10
16 18	11-VV2-03	Vishwavidyalaya	Concourse-unpaid	547	8
17 19	11-KD2-01	KDSS	Ground-unpaid	780	7
18 20	11-AL1-01	Alambagh	Ground-unpaid	643	2
Category A3: Spaces of size more than 100 Sqm/ 1076.39 sqft.					
19 21	11-HS3-03	Hussainganj	Ground-unpaid	2489	5
20 22	11-AB3-01	Alambagh Bus stand	Ground-unpaid	1107	3
23	11-CH3-03	Charbagh	Concourse-unpaid	6059	3R2
24	11-CH3-04	Charbagh	Concourse-unpaid	6394	3R2

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 UPMRCL.

ANNEXURE-H



GROUND LEVEL PLAN
SCALE : 1/300

L

A



