

CHAPTER-1: NOTICE INVITING BID

- 1.1. Lucknow Metro Rail Corporation (LMRC) Ltd. invites Open Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.5 of NIT, to **“License out Exclusive Advertisement Rights inside Metro Stations (8 Nos.) and on Outside Civil Structures of Elevated Section from Transport Nagar to Charbagh of LMRC”**.
- 1.2. LMRC shall receive Bids pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by LMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the site/stations and familiarize themselves with the proposed arrangements and all activities necessary in this regard.
- 1.3. Salient features of Bidding Process:
- a) LMRC has adopted a two packet Bidding Process to select suitable highest Bidder(s) to grant Exclusive Advertisement Rights inside Metro stations and on Outside Civil Structures of Elevated Sections from Transport Nagar to Charbagh.
- b) Schedule of Bidding Process:

1.	Cost of Tender Document (Non-Refundable)	Rs. 21,000/- (Inclusive of 5% UPVAT) (Demand Draft on a Scheduled Commercial bank based in India in favour of “Lucknow Metro Rail Corporation Ltd” payable at Lucknow.)
2.	Bid Security	Rs 20.00 lacs (Twenty Lacs only)
3.	License Period	9 years
4.	Sale of Tender Document	From 17.05.2017 to 31.05.2017 (between 09:30 Hrs. to 17:30 Hrs.) on working days
5.	Last date of Seeking Clarification	05.06.2017
6.	Pre-bid Meeting	05.06.2017 @ 1500 Hrs.
7.	Last date of issuing addendum	09.06.2017
8.	Date & time of Submission of Tender	19.06.2017 up-to 15:00 Hrs.
9.	Date & time of opening of Tender (Technical Bid)	19.06.2017 @ 15:30 Hrs.
10.	Date & time of opening of Tender (Financial Bid)	Will be informed later on after the evaluation of Technical Bids (only to the bidders who will successfully qualify the Technical Evaluation)
11.	Validity of Tender	180 days from the last date of submission of tender.
12.	Authority and place for purchase of tender documents, seeking clarifications and submission of completed tender documents	Chief Engineer/Contract, Lucknow Metro Rail Corporation Limited, Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010 (Email: cecontractlmrc@gmail.com)

- c) Cost of Tender Document as mentioned in 1.3 (b) above shall be accepted in the form of Demand Draft in favour of "Lucknow Metro Rail Corporation Ltd." payable at Lucknow.

- d) **Bid Security:** The Bidder shall submit with his bid, a Bid Security for the sum mentioned in 1.3 (b) above in the form of:
- i. Irrevocable bank guarantee issued by a Scheduled Commercial bank (including scheduled Commercial Foreign Banks) in India in the form given in Annexure-12 .
 - ii. An irrevocable Letter of Credit
 - iii. Demand Draft/ Pay Order in favour of Lucknow Metro Rail Corporation Ltd. payable at Lucknow from a Scheduled Commercial bank based in India.
- The bid security shall be submitted in a sealed envelope clearly marked on top “Bid Security for LKAR-01 (R1)”. The Bid Security shall remain valid for a period of 56 days beyond the validity period for the Tender. In case of JV or consortium, the Bank Guarantee for Bid Security shall be from JV/Consortium and not from individual members.
- e) Bidders are expected to carry out extensive survey of LMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. LMRC shall provide necessary permission and assistance to the prospective Bidders.
- f) Bids received after due Date & Time of Submission of Bid shall not be accepted under any circumstances.
- g) **Eligible Applicants :**
- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, Joint Ventures (JV) or consortiums) who meet requisite eligibility criteria prescribed in the clause 1.5 of Chapter-1 below. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
 - ii. A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV/Consortium. 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. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV/Consortium in the same bidding 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 on 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, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV shall be one who has the experience of advertising work.
 - v. The Tenderer/applicant (applies to each individual member in case of a Joint Venture/Consortium) 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 11.**
- h) If a Bid is submitted by a JV/Consortium, following shall be abide by its members:
- i. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.

- ii. Any change in percentage stake of JV/Consortium members without prior written approval of LMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling LMRC to encash Security Deposit/Performance Security and or to terminate the License Agreement after 30 days' notice.
 - iii. It is clarified that percentage stake of lead member of JV/Consortium members shall always be more than 51% during license period. Lead member may be any member of JV/Consortium, provided its percentage stake in JV/Consortium is more than 51%.
 - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 26%.
 - v. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- i) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bid is also a constituent of another Bid.
- 1.4 The Tender Document submitted without bid security shall be out rightly rejected. The bids received after stipulated date and time of submission of Tender Document shall be rejected out rightly.

1.5 **Minimum Eligibility Criteria:**

Tenderers who qualify following minimum eligibility criteria will only be eligible for technical evaluation of their bid. Tenderer who do not qualify following minimum eligibility criteria their bids will not be further evaluated.

- 1.5.1 **Average Annual Turnover:** Bidders shall have a minimum average annual gross turnover of **Rs. 8.30 Crores** from advertisement sector(s) in last 3 (three) audited financial statements certified by Chartered Accountant with stamp & signature.

The average annual turnover of JV will be based on percentage participation of each member.
Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$= \frac{AM + BN}{100}$$

- 1.5.2 **Net Worth:** Net Worth of tenderer during last audited financial year should be **≥Rs. 1.11 Crores**.
In Case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

$$= \frac{AM + BN}{100}$$

NOTE:-

- Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure-9 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.
- While calculating the updated value of turnover, escalation of 5% per annum shall be considered for firms based in India and 2% for foreign based firm.

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