



# 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/AGAR-02/2023-24

Dated 04.10.2023

### ADDENDUM-01

**Tender Title/Name of work:** Tender AGAR-02: Tender for licensing of Exclusive Advertising Rights on outside civil structures of elevated section from Taj East Gate to Fatehabad Road Metro Station of Agra Metro Rail in UPMRC network as per scope of work mentioned in tender document.

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.

  
AGM/ Contract

**Reply to Pre-Bid Queries AGAR-02**

| S.No | Reference Clauses   | Existing Clause  | Details / Clarifications Required  | UPMRC Reply   |
|------|---|--|--|---|
| 1    | <p>Ch. 3, clause 3.22 of tender document Pg No.-18</p> <p>Ch-5, clause 5.7 of tender document Pg No.-23</p> | <p>The License fee will be charged after the expiry of fitment period i.e.76th day from the scheduled date of payment of IFSD. The licensee shall pay Advance License Fee for 1st Quarter Minimum 7 (Seven) days before commencement date of License fee, without consideration of any interest. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within period mentioned above, it shall be treated as nonpayment of UPMRC dues and action shall be taken as per ARTICLE-7 of License Agreement.</p> <p>Approval of Plan:<br/>Successful Bidder shall indicate the locations for advertising panel/s, design of media vehicles including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for UPMRC's approval within 30 days from the scheduled date of IFSD submission for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable advertising policy. UPMRC reserves the right to reject any or all of the said submissions without assigning any reasons whatsoever. UPMRC has the right to indicate alternate locations. UPMRC also has the right to ask the licensee to resubmit location plan, wiring &amp; routing plans etc, for those locations, which are not approved by UPMRC. The Successful Bidder hereby agrees to comply with the directives of UPMRC regarding alternative sites/ locations, and designs as may be specified by UPMRC. The Successful Bidder hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.</p> | <p>Approval of plan/drawing takes time at UPMRC end, so fitment period should be start after the approval of plan/drawing.</p>   | <p>As per tender conditions.</p> <p>Approval of drawings/plans shall be conveyed by UPMRC within 3 weeks of submission of final drawings/plans by the licensee.</p> |
| 2    | <p>Ch. 3, clause 3.22 of tender document Pg No.-18</p>  | <p>The License fee will be charged after the expiry of fitment period i.e.76th day from the scheduled date of payment of IFSD. The licensee shall pay Advance License Fee for 1st Quarter Minimum 7 (Seven) days before commencement date of License fee, without consideration of any interest. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within period mentioned above, it shall be treated as nonpayment of UPMRC dues and action shall be taken as per ARTICLE-7 of License Agreement.</p>   | <p>Fitment period is of 75 days, require 90 days as signage making, installation and wiring takes time.</p>  | <p>As per tender conditions</p>   |
| 3    | <p>Ch-5, clause 5.2(a) of tender document Pg No:21</p>  | <p>(a) Tenure of License Agreement shall be <b>3 (three) years</b>, unless otherwise terminated by UPMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the scheduled date of commencement of License Fee i.e. 76th day from the scheduled date of payment of IFSD. 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 agreement. Further extension of the license beyond 9(3+3+3) years shall be on sole discretion of UPMRC. The license period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with original license period.</p>   | <p>License period offered initially is of 3 years which is less. The amount of capex involve in the project doesn't make it feasible to recover in 3 years. At least 6 years' time should be considered.</p> | <p>As per tender conditions</p>   |

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| 4 | ARTICLE-3, clause 3.6.5 of DLA Pg No.-56<br><br>Ch-5, clause 5.6 of tender document Pg No.-23 | If the licensee is desirous of revising already approved advertisement plan at any particular station, the Licensee shall submit revised advertisement plan for approval of UPMRC once in a quarter only.<br><br>Innovations & New Media:<br>Subject to mutually agreed terms and conditions and with prior written approval and concurrence of the licensor (UPMRC), the Successful Bidder may introduce new media. If the Successful Bidder wants to introduce new media, then a proposal along with details of the said media proposed to be introduced should be presented to the office of the UPMRC for approval along with terms and conditions. The Licensor (UPMRC) at all times reserves the right not to give approval to such proposal/s and the successful bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal.   | LED screens are allowed or not in replacement of signage?  | As per tender conditions  |
| 5 | Ch.4, clause 4.2.4(d) of tender document Pg No.-20  | (d) For the civil structures within the plan area of the metro stations, the licensee awarded the Co-branding of the stations shall have the right to colour the structure.   | Clause 4.2.4, within the plan area of metro station, the licensee awarded the Co-branding of the stations shall have the right to colour the structure. This will violate the spaces offered in the tender as pillars within plan area of station have been offered in the tender. | As per tender conditions. It is clarified that the licensee awarded this contract AGAR-02 shall have the advertisement rights on pillars. However, for the civil structures within the plan area of the metro stations, the licensee awarded the Co-branding of the stations shall have the right to colour the structure.  |
| 6 | Ch.4, clause 4.2.3 of tender document Pg No.-20   | Exclusivity is the essence of the Contract. Advertisement spaces including sponsorships and promotion zone shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract.<br>Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at pro rata rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.<br>Advertisement by other partners of Metro (viz. Retail, Food & Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners.<br>In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC& Licensee and MAG shall increase at the same accepted rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.However, all such contracts shall be co-terminus with the main contract. | In clause 4.2.3 of exclusivity-Advertisement spaces including sponsorships and promotion zone shall be offered only to the Licensee on exclusive basis during the tenure of the contract. Please explain this and the area offered under this clause.                              | Selected bidder shall be given exclusive rights for installation of advertising media on pillars.<br>Area offered shall be as per Annexure-1 of tender document. Further, it is also clarified that additional area as and when available on outside civil structure of elevated section from Taj East Gate to Fatehabad Road shall be offered on pro-rata basis on mutual agreement between UPMRC and licensee.<br><br>Please also refer addendum-01 |

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| 7  | Ch-5, clause 5.1 note(i) of tender document Pg No:21   | License Fee for each year shall be equal to Minimum Annual Guarantee (MAG) amount for the year.<br><br>Note:<br>i. There will be 6% increase in MAG annually on compounding basis.   | 6% escalation every year is very high.   | As per tender conditions   |
| 8  | Ch-5, clause 5.8(Factors Governing Selection of Permissible Advertisements) of tender document Page no.-24 | The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized UPMRC representative on the same:<br>a) The advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.  | Pan masala advertising should be allowed as it does not contain any tobacco. Ban Alcoholic drinks and tobacco products but not pan masala.                 | As per tender conditions   |
| 9  |  |  | We have seen some pillar having artwork. Do the licensee shall be allowed to install media on them too.  | Yes, placement of advertisement over painted/artwork piers will be allowed in coordination with UPMRC. |
| 10 | Ch-5, clause 5.2(a) of tender document Pg No:21  | (a) Tenure of License Agreement shall be <b>3 (three) years</b> , unless otherwise terminated by UPMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the scheduled date of commencement of License Fee i.e. 76th day from the scheduled date of payment of IFSD. 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 agreement. Further extension of the license beyond 9(3+3+3) years shall be on sole discretion of UPMRC. The license period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with original license period. | The contract tenure should either be a continuous 9-year period or, at the very least, a 6-year period with an option to extend for an additional 3 years. | As per tender conditions   |
| 11 | Ch. 3, clause 3.22 of tender document Pg No.-18  | The License fee will be charged after the expiry of fitment period i.e. 76th day from the scheduled date of payment of IFSD. The licensee shall pay Advance License Fee for 1st Quarter Minimum 7 (Seven) days before commencement date of License fee, without consideration of any interest. If the Selected Bidder fails to pay Advance License Fee for 1st Quarter within period mentioned above, it shall be treated as nonpayment of UPMRC dues and action shall be taken as per ARTICLE-7 of License Agreement.   | The fitment period should have a minimum duration of 90 days.  | As per tender conditions   |

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| 12 | Ch.4, clause 4.2.3 of tender document Pg No.-20  | <p>Exclusivity is the essence of the Contract. Advertisement spaces including sponsorships and promotion zone shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract.</p> <p>Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at pro rata rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.</p> <p>Advertisement by other partners of Metro (viz. Retail, Food &amp; Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners.</p> <p>In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC &amp; Licensee and MAG shall increase at the same accepted rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000. However, all such contracts shall be co-terminus with the main contract.</p> | <p>Clause No. 4.2.3 on Page 21 states that "Exclusivity is the essence of the Contract. Advertisement spaces including sponsorships and promotion zone shall be offered only to the Licensee on exclusive basis during the tenure of the Contract". In the event of an extension, it implies that the Licensee will have the first right of refusal for the extended portion as well. Please clarify if this interpretation is accurate.</p> | <p>Selected bidder shall be given exclusive rights for installation of advertising media on pillars. Area offered shall be as per Annexure-1 of tender document. Further, it is also clarified that additional area as and when available on outside civil structure of elevated section from Taj East Gate to Fatehabad Road shall be offered on pro-rata basis on mutual agreement between UPMRC and licensee.</p> <p>Please also refer addendum-01</p> |
| 13 | <p>ARTICLE-3, clause 3.6.5 of DLA Pg No.-56</p> <p>Ch-5, clause 5.6 of tender document Pg No.-23</p> | <p>If the licensee is desirous of revising already approved advertisement plan at any particular station, the Licensee shall submit revised advertisement plan for approval of UPMRC once in a quarter only.</p> <p>Innovations &amp; New Media:<br/>Subject to mutually agreed terms and conditions and with prior written approval and concurrence of the licensor (UPMRC), the Successful Bidder may introduce new media. If the Successful Bidder wants to introduce new media, then a proposal along with details of the said media proposed to be introduced should be presented to the office of the UPMRC for approval along with terms and conditions. The Licensor (UPMRC) at all times reserves the right not to give approval to such proposal/s and the successful bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal.</p>  | <p>Is the Licensee permitted to utilize display formats other than backlit boxes, such as LED displays?</p>  | <p>As per tender conditions</p>   |
| 14 |  |  | <p>Could you please specify the minimum number of bids required by UPMRC to validate the tender? In the event that only one or two bids are received, will they be considered?</p>   | <p>UPMRC shall evaluate the tender on the basis of bids received and as per extant guidelines issued by the Govt. authorities from time to time.</p>  |
| 15 | Annexure-1 (footnote below table) of tender document Pg No.-26                                       | <p>Above details are demonstrative ones; Advertiser may also propose alternative area(s) for displaying advertisements outside on civil structures for approval of UPMRC. In case the total Advertising area utilized outside on civil structures of UPMRC exceeds 923.40 sqm, it will call for revision of MAG on account of additional area on pro rata basis as per accepted/finalized MAG for outside area.</p>  | <p>Our understanding is that the sizes mentioned in Annexure-I are indicative, and the Licensee has the flexibility to adjust the sizes as long as the total allocated space of 923.4 Sqm is not exceeded. Please confirm if this understanding is correct.</p>  | <p>As per tender conditions</p>   |

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| 16 | Ch.4, clause 4.2.4(d) of tender document<br>Pg No.-20       | (d) For the civil structures within the plan area of the metro stations, the licensee awarded the Co-branding of the stations shall have the right to colour the structure.  | If UPMRC decides to grant co-branding rights in the future, how will it ensure the exclusivity of the current Licensee under the existing contract?   | As per tender conditions. It is clarified that the licensee awarded this contract AGAR-02 shall have the advertisement rights on pillars. However, for the civil structures within the plan area of the metro stations, the licensee awarded the Co-branding of the stations shall have the right to colour the structure. |
| 17 | Ch-4, clause 4.2.2(m) & (n) of tender document<br>Pg No: 19 | m) All taxes including Municipal Taxes (other than Advertisement share to local bodies/government), Service tax, duties, levies and all other statutory dues where applicable shall be borne solely by the licensee without any contest.<br>n) At present, UPMRC is not liable to share its revenue generated from advertisements with local bodies including Agra Municipal Corporation, etc. However, if UPMRC becomes liable to share revenue with local bodies from advertisements in future, then UPMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.  | According to the tender document (Clause No. 4.2.2 [m], [n]), if any demand for advertisement tax or fees is raised by local civic authorities such as the Municipal Corporation or PWD, UPMRC will be responsible for covering these costs. Please confirm if this understanding is correct. | As per tender conditions   |
| 18 | Ch-5, clause 5.2(a) of tender document<br>Pg No:21          | (a) Tenure of License Agreement shall be <b>3 (three) years</b> , unless otherwise terminated by UPMRC or surrendered by the Licensee. The tenure of License Agreement shall commence from the scheduled date of commencement of License Fee i.e. 76th day from the scheduled date of payment of IFSD. 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 agreement. Further extension of the license beyond 9(3+3+3) years shall be on sole discretion of UPMRC. The license period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with original license period. | The tenure of the contract should be Nine years instead 3 plus 3 plus 3 years as the extensions are always subjective.  | As per tender conditions   |
| 19 |   |  | Whether signages will be allowed to be put on the pillars with Murals Please clarify.   | Yes, placement of advertisement over painted/artwork piers will be allowed in coordination with UPMRC.   |

**Summary Sheet of ADDENDUM No.-1: Tender AGAR-02**

**AGAR-02 : Licensing of Exclusive Advertising Rights on outside civil structures of elevated section from Taj East Gate to Fatehabad Road Metro Station of Agra Metro Rail in UPMRC network as per scope of work mentioned in tender document.**

| S. NO. | Existing Clause / Pg. No.                          | Clause in Existing Tender Document   | Revised Clause  | Revised Clause placed as Annexure/ Pg. No.                                    |
|--------|--|--|---|---|
| 1      | Ch.4, clause 4.2.3 of tender document<br>Pg No.-20 | <p>Exclusivity is the essence of the Contract. Advertisement spaces including sponsorships and promotion zone shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract.</p> <p>Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at pro rata rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.</p> <p>Advertisement by other partners of Metro (viz. Retail, Food &amp; Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners.</p> <p>In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC&amp; Licensee and MAG shall increase at the same accepted rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.However, all such contracts shall be co-terminus with the main contract.</p> | <p>Exclusivity is the essence of the Contract. Advertisement spaces <del>including sponsorships and promotion zone</del> shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract.</p> <p>Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at pro rata rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.</p> <p>Advertisement by other partners of Metro (viz. Retail, Food &amp; Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners.</p> <p>In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC&amp; Licensee and MAG shall increase at the same accepted rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.However, all such contracts shall be co-terminus with the main contract.</p> | <p align="center">Please refer to Annexure-A of Addendum-01.<br/>Page 20R</p> |

| S. NO. | Existing Clause / Pg. No.                                     | Clause in Existing Tender Document   | Revised Clause  | Revised Clause placed as Annexure/ Pg. No.          |
|--------|---|--|---|---|
|        | Annexure-14, Clause 2.3 of Draft Licnese Agreement Pg. No. 45 | <p>Exclusivity is the essence of the Contract. Advertisement spaces including sponsorships and promotion zone shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract. Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at pro rata rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by <math>100 \times 100 = \text{Rs. } 10,000</math>.</p> <p>Advertisement by other partners of Metro (viz. Retail, Food &amp; Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners.</p> <p>In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC&amp; Licensee and MAG shall increase at the same accepted rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by <math>100 \times 100 = \text{Rs. } 10,000</math>. However, all such contracts shall be co-terminus with the main contract.</p> | <p>Exclusivity is the essence of the Contract. Advertisement spaces <del>including sponsorships and promotion zone</del> shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract. Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at pro rata rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by <math>100 \times 100 = \text{Rs. } 10,000</math>.</p> <p>Advertisement by other partners of Metro (viz. Retail, Food &amp; Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners.</p> <p>In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC&amp; Licensee and MAG shall increase at the same accepted rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by <math>100 \times 100 = \text{Rs. } 10,000</math>. However, all such contracts shall be co-terminus with the main contract.</p> | Please refer to Annexure-B of Addendum-01. Page 45R |



#### **4.2.3 Exclusivity**

Exclusivity is the essence of the Contract. Advertisement spaces ~~including sponsorships and promotion zone~~ shall be offered only to the Licensee on exclusive basis during the tenure of the Contract.

Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at *pro rata* rate. For example, agreed MAG for 10,000 sqft is Rs. 10,00,000. Thus, per sq ft comes to Rs. 100. If the licensee proposes to take additional promotion space of 100 sq ft, the MAG would increase by  $(100 \times 100) = \text{Rs. } 10,000$ .

Advertisement by other partners of Metro (viz. Retail, Food & Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their shops/ products as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners/offers for commuters' benefit.

In case any new station on the corridor is commissioned, the same may become part of contract on mutual agreement with UPMRC & Licensee and MAG shall increase at the same accepted rate. For example, agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus, per sq ft comes to Rs. 100. If the Licensee agrees to take additional promotion space of 100 sq ft, the MAG would increase by  $(100 \times 100) = \text{Rs. } 10,000$ . However, all such contracts shall be co-terminus with the main contract.

#### **4.2.4 Exception to Exclusivity:**

- a) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, UPMRC staff etc.
- b) UPMRC may install/create any new inventory, panels, etc. for its partners, etc. **without commercial exploitation** from the same.
- c) UPMRC, **without conflicting the existing advertising rights**, may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits .
- d) For the civil structures within the plan area of the metro stations, the licensee awarded the Co-branding of the stations shall have the right to colour the structure.
- e) The outside space available shall not include the advertising rights on road median/median grills.
- f) UPMRC shall allow the Telecom licensee to install Data/ Telecom equipments/cable etc. on outside civil structures. These telecom companies shall have limited permission to fix their advertisement on their products/ assets but shall not be allowed to display the commercial advertisement of any other company/product.

work mentioned in tender document, to be identified by Licensee. Licensee shall ensure that all these advertisement panels conform to UPMRC specifications. Panels fabricated, installed and commissioned after approval of UPMRC, hereinafter referred to as "Advertisement Spaces", solely for the purpose of carrying out the business of placement of advertisements hereto referred to as "the said business".

**2.2 In General Licensee shall be responsible for the following activities: -**

- a) Preparation of an advertising plan for civil structures which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. UPMRC shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of plan is not approved by UPMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall be approved by UPMRC.
- b) Designing of all advertising units / structures to complement station architecture for advertising sites.
- c) The advertiser shall provide the advertisement as per their requirement, subsequent to the approval of UPMRC, as stipulated.
- d) Appoint an architect to interact with nodal UPMRC representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- e) Operate, manage and maintain the entire advertisement plans.
- f) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.
- g) Design of themes depicting Agra culture and its natural beauty and Agra tourism for display at the advertising sites as per the tender conditions.
- h) Promote UPMRC amongst India's top Destination Brands for Advertising.
- i) Create new innovative advertising opportunities including Experiential Marketing, advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- j) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- k) Comply with all statutory requirements in connection with License Agreement.
- l) Ensure regular and timely payments of all amounts due to UPMRC and discharge all obligations as per License Agreement.
- m) All taxes including Municipal Taxes (other than Advertisement share to local bodies/government), Service tax and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- n) At present, UPMRC is not liable to share its revenue generated from advertisements with local bodies including Agra Municipal Corporation, etc. However, if UPMRC becomes liable to share revenue with local bodies from advertisements in future, then UPMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

**2.3 Exclusivity**

Exclusivity is the essence of the Contract. Advertisement spaces ~~including sponsorships and promotion zone~~ shall be offered only to the Concessionaire on exclusive basis during the tenure of the Contract.

Any new opportunity as and when available shall be offered only to the Licensee as part of the Contract. In such cases where such new opportunity is of permanent nature, the Minimum Annual Guarantee shall increase at *pro rata* rate. For example agreed MAG for 10,000 sq ft is Rs. 10,00,000. Thus per sq ft comes to Rs. 100. If the concessionaire proposes to take additional promotion space of 100 sq ft, the MAG would increase by 100 X 100=Rs. 10,000.

Advertisement by other partners of Metro (viz. Retail, Food & Beverage) shall be allowed outside their allotted premises in limited manner, through branding of their