



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.)

No. UPMRC/PD/CE-Contract/KNPAR-02

Date: 21.10.2021

ADDENDUM-02

Subject: Addendum-02 along with Reply to Pre-bid queries of tender KNPARG-02.

Tender ID	2021_UPMRC_88496_1
Tender Ref No	KNPAR-02

Tender Title/ Name of work: RFP (KNPAR-02): Exclusive Advertising Rights in Kanpur Metro Trains of UPMRC Network (Priority Section).

Dear Sir,

Addendum-02 along with reply to pre-bid queries of the tender KNPARG-02 has been issued and uploaded on CPP Portal. Further, the submission and opening dates shall remain as per Addendum-01.


 (Indrajeet Verma)
 CE/ Contracts

Reply to Pre-Bid Queries KNPAP-02

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
1	Ch.1 , Clause 1.10.2 Bid Document Minimum Eligibility Criteria Page No. 7	In addition to above, the tenderer should have executed atleast one advertisement work in metro trains/ railway trains also.	As per the eligibility criteria, the tenderer should have executed atleast one advertisement work in metro trains/railway trains also. It should not be restricted to train advertisement. We request to allow for any kind of advertisement in any sphere	As per tender conditions.
2	Ch.9 DLA , Clause 9.1(h)(iii) Page No. 79	h) Negative List of Advertisements: The Licensee shall take into account that the following types of advertisements are strictly prohibited: i. Nudity. ii. Racial Advertisements or advertisements propagating caste, community or ethnic differences. iii. Advertisement of drugs, alcohol, cigarette, or tobacco items.....	Advertisements pertaining tobacco or alcohol brands are not allowed. Kanpur being the hub for manufacturing & sale of Tobacco products should be allowed for advertisement as major revenue can be generated from it.	As per tender conditions.
3	Ch.3, Clause 3.12(e) Bid Document Page No.17	Modification and Withdrawal of Tenders: a. No tender..... e. UPMRC reserves the right to reject conditional bids/ any bids, without assigning any reason, whatsoever.	Reserve the right to reject means do you accept conditional bids.	Refer to Addendum-2.
4	Ch. 6 Clause 6.6 Bid Document Page No. 31	Tenure of License Agreement: The initial tenure of the contract for Exclusive Advertisement Rights at the advertisement spaces for trains shall be for 2.5 years (30 months) from the date of issue of notice/handing over note of first lot of Metro Trains to the licensee. The tenure of the contract may be extended by UPMRC for a period of 1 year upon satisfactory performance by licensee.	Tenure of tender must be calculated after fitment period and not from handing over of space.	As per tender conditions.
5	Ch. 5 Clause 5.2(a) Bid Document Page No. 25	Scope of Exclusive Advertisement Rights for Bidders The selected Bidder shall have exclusive rights activities:- a) The Licensee shall earmark 5% out of total available advertisement spaces inside the metro trains for carrying out UPMRC campaign, social activities, social messages, etc.....	5% for social messages will be the max space utilized by UPMRC at any point of time.	As per tender conditions.
6	Ch. 5 Clause 5.2(d) Bid Document Page No. 25	Scope of Exclusive Advertisement Rights for Bidders The selected Bidder..... d) The digital panels shall be utilized for display of muted VIDEO CONTENT on 30:70 time slot sharing basis between UPMRC and Licensee. The time sharing between UPMRC and Licensee shall be reconciled every 100 minutes.	Digital screen has a 70 :30 share , what happens when UPMRC not using that space . Can we monetize that?	As per tender conditions.

Hemant Pandey

Reply to Pre-Bid Queries KNPAP-02

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
7	Ch. 6 Clause 6.6.1 Bid Document Page No. 31	The IFSD and the license fee shall be escalated at the rate of 7.5% annually after completion of 2 years of the contract i.e. there shall be a maximum of two escalations during the tenure of the contract (1st escalation after completion of 2 years and 2nd escalation after completion of 3 years in case the contract is extended). Tenure of the agreement of the lines / trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot.	There should be no escalation of MAG after two years as the tender is for shorter period. There should be no escalation of MAG after two years and if gets one year extension, escalation should be 5% post the completion of 2.5 years.	As per tender conditions. As per tender conditions.
8	—	—	Train security door will hamper the display of train wraps . Does UPMRC putting the train security door on the platforms.	There is no provision of security doors in station under this tender.
9	Ch. 6 Clause 6.1 Bid Document Page No. 30	The first set of Metro Trains shall be handed over for advertisements within 15 days from date of issue of notice to take over/ handing over. The Commencement of License fees will be '30 days' (fitment period) from the date of issue of notice to take over/ handing over or 'from the start of first day of ROD' whichever is later.	Fitment period if of 30 days. Licensee should be given atleast 45 days of fitment period.	As per tender conditions.
10	—	—	Whether to submit the tender soft copy or scan the hard copy and upload it	As per tender conditions. The Bidder shall have to submit their Bids (Technical bid & Financial bid) online only in electronic format with digital signatures and after uploading the mandatory scanned copy UTR receipts of payment submitted towards cost of bid document and bid security and other documents as required in the bid document. The bid document cost must be submitted through offline payment mode as per stipulated date & time as specified in Notice Inviting Tender.
11	Ch. 1 Clause 1.7 Bid Document Page No. 6	The Bid security shall be submitted through RTGS/ NEFT/ IMPS	Bid security to be filled at the time of online form submission by credit/debit card or by RTGS /NEFT is compulsory	As per tender conditions.

Hemant Pandey

Reply to Pre-Bid Queries KNPAP-02

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
12	Ch. 1 Clause 1.10.3 Bid Document Page No. 7	<p>Undertaking for not being banned from Business: Notes: • Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure-5 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.</p>	<p>If three year financial statement is not finalized of our agency then affidavit would be submitted or previous year financial statement basis will considered</p>	<p>As per tender conditions.</p>
13	Ch. 3 Clause 3.1.3(2) Bid Document Page No. 12	<p>Please go through the bid/tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p>	<p>What is cover letter in point no 3.1.3 (2)</p>	<p>As per tender conditions.</p>
14	Ch.3 Clause 3.1.3(5) Bid Document Page No. 12	<p>To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents(e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p>	<p>What is My space option, can I submit all document at once here?</p>	<p>As per tender conditions.</p>

Hemant Handey

Reply to Pre-Bid Queries KNPAP-02

Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
—	—	Is BOQ and Annexure 6 are same for financial criteria, both will be submitted ?	Annexure-6 has been deleted in Addendum-2 and bidder has to quote the financial bid only in Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type

Hemant Pandey

RFP (KNPART-02): Exclusive Advertising Rights in Kanpur Metro Trains of UPMRC Network (Priority Section)

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Contents Table Bid Document Page No. 2	—	—	Annexure 1 of Addendum-2. Page. 2R
2	Ch.3 , Clause 3.3.2 Bid Document Page No. 16	Financial Bid: The bidder shall quote the monthly License fees for per train set for priority Section in the bid form in both words as well as figures as given in Annexure-6 . The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.	Financial Bid: The bidder shall quote the monthly License fees for per train set for priority Section in the Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type bid form in both words as well as figures as given in Annexure-6 . The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.	Annexure 2 of Addendum-2. Page. 16R
3	Ch.3, Clause 3.12(e) Bid Document Page No.17	Modification and Withdrawal of Tenders: a. No tender..... e. UPMRC reserves the right to reject conditional bids/ any bids, without assigning any reason, whatsoever.	Modification and Withdrawal of Tenders: a. No tender..... e. UPMRC reserves the right to reject conditional bids/ any bids, without assigning any reason, whatsoever.	Annexure 3 of Addendum-2. Page 17R
4	Ch.4, Clause 4.2(a) Bid Document Page No.23	The bidder shall quote the monthly License fees for per train set for priority Section in the bid form in both words as well as figures as given in Annexure-6. The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.	The bidder shall quote the monthly License fees for per train set for priority Section in the Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type bid form in both words as well as figures as given in Annexure-6 . The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.	Annexure 4 of Addendum-2. Page 23R

Summary Sheet of ADDENDUM No.-2: KNPAP-02

5	Ch.5, Clause 5.5(e) Bid Document Page No.27	NOTE: Metro trains will be introduced in phases and total 8 Metro trains are proposed for operation in Priority Section. About 20% trains will be under operational maintenance. The numbers may increase or decrease at any stage. Further there may be a maximum of 29 trains in the depot.	NOTE: Metro trains will be introduced in phases and total 8 Metro trains are proposed for operation in Priority Section. About 20% trains will be under operational maintenance. The numbers may increase or decrease at any stage. Further there may be a maximum of 29 trains in the depot.	Annexure 5 of Addendum-2. Page 27R
6	Ch.5, Clause 5.8.3 Bid Document Page No.28	The Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operations on priority section of corridor-1 at Kanpur of UPMRC Network (IIT Kanpur-Motijheel) (Including its extensions if any) after issue of Letter of Acceptance and handing over of trains by UPMRC.	The Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operations on priority section of corridor-1 at Kanpur of UPMRC Network (IIT Kanpur-Motijheel) (Including its extensions if any) after issue of Letter of Acceptance and handing over of trains by UPMRC.	Annexure 6 of Addendum-2. Page 28R
7	Ch.5, Clause 5.12 Bid Document Page No.29	There are additional stations under construction on extended section of the existing operational lines of Corridor-1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee.	There are additional stations under construction on extended section of the existing operational lines of Corridor-1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee. DELETED	Annexure 7 of Addendum-2. Page 29R
8	Ch.6, Clause 6.3 Bid Document Page No.30	Bid Variable: The bidder shall quote the amount of License Fee per trainset per month in the bid form in both words as well as figures as given in Annexure-6.	Bid Variable: The bidder shall quote the amount of License Fee per trainset per month in the Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type bid form in both words as well as figures as given in Annexure-6.	Annexure 8 of Addendum-2. Page 30R



Summary Sheet of ADDENDUM No.-2: KNPAR-02

9	Clause IX-Annexure -4 Bid Document Page No.45	The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as a part of Interest free security deposit which is equivalent to half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in Annexure-6, for respective schedule, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favor of UPMRC.	The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as a part of Interest free security deposit which is equivalent to half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type Annexure-6 , for respective schedule, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favor of UPMRC.	Annexure 9 of Addendum-2. Page 45R
10	Annexure-6 Bid Document Page No.50-51	Financial Bid	DELETED	Annexure 10 of Addendum-2. Page 50R-51R
11	Ch.3, Clause 3.5 (Note) Draft license Agreement Page No.66	NOTE: Metro trains will be introduced in phases and total 8 Metro trains are proposed for operation in Priority Section. About 20% trains will be under operational maintenance. The numbers may increase or decrease at any stage. Further there may be a maximum of 29 trains in the depot.	NOTE: Metro trains will be introduced in phases and total 8 Metro trains are proposed for operation in Priority Section. About 20% trains will be under operational maintenance. The numbers may increase or decrease at any stage. Further there may be a maximum of 29 trains in the depot.	Annexure 11 of Addendum-2. Page 66R
12	Ch.3, Clause 3.8.3 Draft license Agreement Page No.67	The Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operations on priority section of corridor-1 at Kanpur of UPMRC Network (IIT Kanpur-Motijheel) (Including its extensions if any) after issue of Letter of Acceptance and handing over of trains by UPMRC.	The Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operations on priority section of corridor-1 at Kanpur of UPMRC Network (IIT Kanpur-Motijheel) (including its extensions if any) after issue of Letter of Acceptance and handing over of trains by UPMRC.	Annexure 12 of Addendum-2. Page 67R

Hemant Bandyopadhyay

Summary Sheet of ADDENDUM No.-2: KNPAP-02

13	Ch.3, Clause 3.12 Draft license agreement Page No.68	There are additional stations under construction on extended section of the existing operational lines of Corridor-1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee.	There are additional stations under construction on extended section of the existing operational lines of Corridor-1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee. DELETED	Annexure 13 of Addendum-2. Page 68R
14	Ch.6, Clause 6.3 Draft license agreement Page No.72	There are additional stations under construction on extended section of the existing operational lines of Corridor-1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee.	There are additional stations under construction on extended section of the existing operational lines of Corridor-1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee. DELETED	Annexure 14 of Addendum-2 Page 72R

Hemant Pandey

Summary Sheet of ADDENDUM No.-2: KNP-02

15	<p>Clause-XIX, Annexure-1 Draft license agreement Page No.101</p>	<p>The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as a part of Interest free security deposit which is equivalent to half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in Annexure-6, for respective schedule, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favor of UPMRC.</p>	<p>The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as a part of Interest free security deposit which is equivalent to half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type Annexure-6, for respective schedule, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favor of UPMRC.</p>	<p>Annexure 15 of Addendum-2. Page 101R</p>
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Hemant Bandyopadhyay

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3.3.2 **Financial Bid:** The bidder shall quote the monthly License fees for per train set for priority Section in the **Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type** ~~bid form in both words as well as figures as given in Annexure-6~~. The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.

The single rate quoted i.e. Monthly License Fee (TOTAL VALUE-A) for the exclusive Advertising Rights in Kanpur Metro Trains of UPMRC Network (Priority Section) shall constitute the License Fee & the Bid/ offer for the exclusive advertising rights in Kanpur metro trains.

- 3.4. The Financial Bid shall be opened on a subsequent date after evaluation of technical bid & eligibility. Financial Bid of only those Bidders whose submissions are found to fulfill the eligibility criteria shall be opened. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible bidders can be present to witness the opening of the Financial Bid.
- 3.5. No Bidder shall submit more than one Bid for this RFP document. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 3.6. The documents including this RFP and all attached documents, provided by UPMRC shall remain or become the properties of UPMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and UPMRC will not return to the Bidders any Bid, document or any information provided along therewith.
- 3.7. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 3.8. **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. UPMRC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.



respective Bids after visiting UPMRC premises and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for provision of advertisement media, access to premises / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

3.10. Pre Bid Meeting:

- I. The Pre-bid meeting is scheduled as per date mentioned in NIT, prior to the bid submission date. Thereafter clarification can be sought regarding the bid document, if required.
- II. The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft team etc. All prospective bidders shall have to provide the details of the person(s) (maximum upto two), who will be participating in such virtual meeting, latest by **one days before the scheduled date of prebid meeting** to the registered official email of UPMRC i.e. cecontract@upmrc.co.in so that links having details such as software, meeting ID, password etc. can be mailed to these person(s) before the scheduled virtual pre-bid meeting.
- III. All enquiries/clarifications in connection with this tender should be addressed through e-tender portal or via e-mail. Any queries/letters received other than the above defined protocol and pre-bid meeting will not be entertained. All queries will be responded through an addendum (if any) which will be uploaded on e-tendering portal.

3.11. The Tenderer, at its discretion, can extend the deadline for sale and submission of Tender outlined in NIT. In such case all rights and obligations of the Purchaser and Tenderers will thereafter be subject to the deadline as extended.

3.12. Modification and Withdrawal of Tenders:

- a. No Tender shall be modified subsequent to the deadline for submission of Tenders.
- b. No Tender shall be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified.
- c. If the Tenderer modifies the tender condition at any stage of tendering process then the bid submitted by the tenderer are liable to be rejected and the EMD shall be forfeited.
- d. All pages of document must be signed digitally by the authorized signatory as acceptance of Terms & conditions mentioned therein and submitted in bid process.
- e. UPMRC reserves the right to reject ~~conditional bids~~/any bids, without assigning any reason, whatsoever.
- f. Decision of UPMRC on bidders who qualify will be final and no queries or clarifications by any party will be entertained in the matter.
- g. Bidder shall keep his bid valid for 180 days from the date of submission.
- h. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the eligibility criteria, scope of the license as defined in the tender, local conditions and other factors bearing on



5. A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.

4.2 Evaluation of Financial proposal Selection of Bidder and conditions for Selected Bidder:

UPMRC shall open e-bid (financial quote) of 'Qualified Bidders' in the presence of tenderer's representatives who choose to attend at the address, date and time informed / specified by UPMRC.

- a) The bidder shall quote the monthly License fees for per train set for priority Section in the **Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type** ~~bid form in both words as well as figures as given in Annexure-6~~. The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.
- b) If two or more bidders quote same Monthly License Fee i.e. TOTAL VALUE (A) (the "Tie-Bidders"), UPMRC shall invite fresh Financial Proposals from such Tie-Bidders and shall identify the Selected Bidder from amongst such Tie Bidders on H-1 basis, provided that the revised Financial Proposals of such Tie Bidders, shall be no less favourable to UPMRC than their respective original Proposals.
- c) After selection, Letter of Acceptance (LOA) shall be issued, in duplicate, by UPMRC to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, UPMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA and perform this contract. LOA for exclusive advertising rights in Kanpur metro trains shall be uploaded on e-tendering portal & a copy of LOA would also be sent/ e-mailed to successful bidder.
- d) Successful Bidder is required to deposit the required Interest Free Security Deposit (IFSD) / Performance Security within thirty days (30) of issue of Letter of Acceptance. If the successful bidder fails to deposit the required dues as mentioned in LOA within 30 days of issue of LOA, the Letter of Acceptance shall stand cancelled and amount of bid security shall be forfeited by UPMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- e) After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

- c. **Advertisement Units over Hand Grabs:** Details of advertising units to be provided above hand grabs with dimension of 2.5''*1.5''*3 sides or any other standard dimension (subject to approval of UPMRC) are given below:

Catogery	No. of Hand Grabs/car	No. of Cars	No. of Hand Grabs per train Set
Driving Motor Car	98	2	196
Trailer Car	112	1	112
Total No. of Ceiling Grab Handle per Train set			308

d. **Gangway Cover**

Total number of gangway cover in a train set: 4
 Area of each gangway cover: approx. 1.2 sqm.
 Total area per train set: approx. 4.8 sqm.

e. **Train Wrapping**

Max. 3 train sets with 9 coaches.

NOTE: Metro trains will be introduced in phases and total 8 Metro trains are proposed for operation in Priority Section. About 20% trains will be under operational maintenance. The numbers may increase or decrease at any stage. ~~Further there may be a maximum of 29 trains in the depot.~~

5.6 Licensee will be required to pay License Fee for maximum 6 train sets (for inside advertisement) for a month or actual operations "train set-days" in a month (provided from Operations/Rolling Stock Department of UPMRC) duly converting it per train set per month by dividing total train sets days in a month by 30 days, whichever is lesser. However, since the payment is to be done in advance on quarterly basis, hence advance payment will be required to be done for 6 train sets for a quarter and any adjustments in license fee (if needed) on actual operations basis will be made in the next installment on the basis of actual "train set-days" in preceding quarter. Same principle will also be applied for outside train wrapping (for 3 train sets).

5.7 Train sets available for wrapping:

5.7.1 Number of train sets where train wraps are permissible shall be total 3 Nos. train sets under operational holding. Licensee will be required to pay License fee for maximum 3 train sets (for outside advertisement) for a month or actual wrapped train sets operations "train set-days" in a month (provided from Operations/Rolling Stock Department of UPMRC) whichever is lesser. However, since the payment is to be done in advance on quarterly basis, hence advance payment will be required to be done for 3 train sets for a quarter and any adjustments in license fee (if needed) on actual operations basis will be made in the next installment on the basis of actual wrapped "train set-days" in preceding quarter.

5.7.2 Additional trainsets:

Additional trainsets (of 3 coaches), if needed by the licensee for wrapping beyond 3 train sets under operational holding, if approved by UPMRC shall be offered @ pro rata rates per train set at the applicable rates for the 3 trainsets and which shall be escalated @ 7.5% annually after completion of two years of license period. The additional train sets shall be offered and charged minimum for one month at a time.

5.8 Charging of License Fee:

5.8.1 The licensee shall pay the quoted Monthly License Fee for advertisement rights on Kanpur Metro trains on priority section of UPMRC network & wrapping of trains on priority section (subject to maximum of 3 Nos. of total trains sets under operational holding of any make & configuration on priority section as mentioned in clause 5.5, amounting to Rs. xxxxx (as per the quoted rate) to UPMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to UPMRC, within 7 days of the start of new quarter, calculated on the basis of the quoted monthly License Fee.

5.8.2 The quoted monthly license fee should be escalated & increased by 7.5% annually on completion of two (2) years of the license period on compounding basis.

5.8.3 The Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operations on priority section of corridor-1 at Kanpur of UPMRC Network (IIT Kanpur-Motijheel) (~~Including its extensions if any~~) after issue of Letter of Acceptance and handing over of trains by UPMRC.

5.8.4 The configuration of each train set may be modified by UPMRC at any stage. UPMRC may induct additional train sets in the given line or withdraw any train set from the service, without giving any intimation to the Licensee.

5.8.5 Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.

5.9 Places Available for Exclusive Advertisement Rights of Kanpur Metro Trains of Corridor-1(priority section) :

Selected bidder shall be permitted to display advertisements on operational lines at pre-designed advertisement panels already earmarked inside Kanpur Metro Trains. Advertisements on floor/ on any other space other than approved are not permissible. Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure



that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.

- 5.10 One of the main objectives of UPMRC is to ensure smooth operation of the Metro and to ensure safety and comfort of the users/passengers using the Metro facilities. In pursuant thereof, UPMRC at its discretion may utilize nominal advertisement spaces of not more than 5% of the available advertisement spaces inside Metro Trains for the said purposes and to display social messages/safety messages, without any payment/ consideration to Licensee or reduction in License Fee. The cost of printing, installation, mounting, etc shall be borne by UPMRC.
- 5.11 The Exclusive Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operation on priority section after issue of Letter of Acceptance and issue of notice/handing over note by UPMRC.
- 5.12 ~~There are additional stations under construction on extended section of the existing operational lines of Corridor 1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee.~~
DELETED



6. GENERAL TERMS FOR EXCLUSIVE ADVERTISEMENT RIGHTS OF KANPUR METRO TRAINS

- 6.1 The first set of Metro Trains shall be handed over for advertisements within 15 days from date of issue of notice to take over/ handing over. The Commencement of License fees will be '30 days' (fitment period) from the date of issue of notice to take over/ handing over or 'from the start of first day of ROD' whichever is later.
- 6.2 The License Agreement shall be executed within 30 days after payment of IFSD as per LOA. The trains shall be handed over after due acknowledgment from the concerned depot in-charge as per the prescribed pro-forma in Annexure-7. If the licensee fails to take over the trains within 15 days from the date of intimation of handing over, the trains shall be treated as deemed to be handed over from 16th day of intimation of handing over.
- 6.3 **Bid Variable:** The bidder shall quote the amount of License Fee per trainset per month in the **Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type** ~~bid form in both words as well as figures as given in Annexure-6~~. In case of e-tendering, If there is a discrepancy between words and figures, the amount in figures shall prevail. If there is any increase in holding number of car coaches beyond specific numbers, the amount of license fee payable to UPMRC shall be calculated on pro-rata basis of License Fee quoted for the increase in number of car coaches.
- 6.4 The License Fees shall be payable on quarterly basis to UPMRC, within 7 days of the start of new quarter. The reconciliation of license fee and other dues shall be carried out on half-yearly basis. Based on reconciliation, the adjustment of license fee payable to UPMRC shall be carried out along with payment of next quarter's License Fees.
- 6.5 **Interest Free Security Deposit (IFSD):** The Licensee shall pay Interest Free Security Deposit to UPMRC in advance an **amount equivalent to 6 months license fee**. The interest free security deposit is to be paid in single installment within thirty days (30) of date issue of Letter of Acceptance (LOA). The Interest Free Security Deposit/ Performance Security shall be accepted in the following form:
- 6.5.1 The interest free Security Deposit shall be accepted in the form of Demand Draft in favour of **Uttar Pradesh Metro Rail Corporation Limited**, payable at Lucknow from a Scheduled Commercial Bank based in India. IFSD shall also be accepted through NEFT/RTGS in the UPMRC's Bank Account, details of which is given below:



UPMRCvide LOA No. _____ dated _____

- VI. As per the terms of the above mentioned LOA, the Licensee has been selected for Advertisement Rights of Kanpur Metro Trains on priority section of Corridor-1 in UPMRC Network for the duration of the License.
- VII. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to UPMRC.
- VIII. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
- IX. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in **Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type Annexure-6**, for respective schedule, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favor of UPMRC.
- X. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favor of UPMRC for the due payment of Rs. _____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

- I. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to UPMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from UPMRC, calling upon the Guarantor to pay the said amount. For the purpose of this clause, any letter making demand on the Bank by UPMRC dispatched by Registered Post with Ack. due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged



Annexure-6
Financial Bid

(To be submitted by the Bidder on his Letterhead)

1. ~~Name of the Tender: RFP for Exclusive Advertising Rights of Kanpur Metro Trains in Priority Section of UPMRC Network.~~

2. ~~Period of License: 2.5 years (30 months)~~

3. ~~I / We hereby offer the following Amount of Monthly License Fee payable to UPMRC as specified in the clause 5.5 to 5.6 of RFP Document.~~

S.N.	Inside/ Outside of Train sets/ Coaches(A)	Advertisement Space	Qty.(B)	Quoted Monthly License Fee (Rs.) (Month is to be taken as 30 days)	
				For per trainset(C)	Value for 6(for inside)/3 (for outside) trainsets- (B x C)
1	Inside Per train set of 3 cars each (Total trainsets which will be handed over are 8. License Fee will be charged for maximum 6 train sets as 20% will be under maintenance)	Flush type advertisement frames, Hand Grabs, LED Screens, Gangway Cover with area as detailed in Annexure-1	6	In Figures:	In Figures: In Words:
2	Outside Per train set of 3 cars each (Total trainsets which will be handed over are 3. License Fee will be charged for maximum 3 train sets)	Train Wrapping as detailed in Annexure-1	3	In Figures:	In Figures: In Words:
TOTAL VALUE (A)				In Figures:	In Words:

NOTE:

1. License fees quoted above is exclusive of all statutory taxes, dues, local levies, service tax, etc. which shall be charged extra and shall be remitted along with the license fee for onward

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remittance to the government. Municipal Taxes, if any, shall be solely borne by licensee.

2. ~~The initial tenure of the contract for Exclusive Advertisement Rights at the advertisement spaces for trains shall be for 2.5 years (30 months) from the date of issue of notice/handing over note of first lot of Metro Trains to the licensee. The tenure of the contract may be extended by UPMRC for a period of 1 year upon satisfactory performance by licensee. The IFSD and the license fee shall be escalated at the rate of 7.5% annually after completion of 2 years of the contract i.e. there shall be a maximum of two escalations during the tenure of the contract (1st escalation after completion of 2 years and 2nd escalation after completion of 3 years in case the contract is extended). Tenure of the agreement of the lines / trains handed over subsequently for said agreement shall be co-terminus with the tenure of the trains handed over in the first lot.~~
3. ~~Trains for advertising will be made available progressively. The License fee is to be paid as per the actual train set under operation during the period. Maximum upto 29 train sets will be operational once line-1 (HT Kanpur Naubasta) of Phase-1 is completed.~~
4. ~~In case of e-tendering, If there is a discrepancy between words and figures, the amount in figures shall prevail.~~

Signature, Name, Designation & Seal of the Bidder

Date:-

Place:-

DELETED



IIFD: Internal or Infotainment Display

- h. **Advertisement Units over Hand Grabs:** Details of advertising units to be provided above hand grabs with dimension of 2.5''*1.5''*3 sides or any other standard dimension (subject to the approval of UPMRC) are given below:

Catogery	No. of Hand Grabs/car	No. of Cars	No. of Hand Grabs per train Set
Driving Motor Car	98	2	196
Trailer Car	112	1	112
Total No. of Ceiling Grab Handle per Train set			308

i. **Gangway Cover**

Total number of gangway cover in a train set: 4
 Area of each gangway cover: approx. 1.2 sqm.
 Total area per train set: approx. 4.8 sqm.

j. **Train Wrapping**

Max. 3 train sets with 9 coaches.

NOTE: Metro trains will be introduced in phases and total 8 Metro trains are proposed for operation in Priority Section. About 20% trains will be under operational maintenance. The numbers may increase or decrease at any stage. ~~Further there may be a maximum of 29 trains in the depot.~~

- 3.6 Licensee will be required to pay License Fee for maximum 6 train sets (for inside advertisement) for a month or actual operations "train set-days" in a month (provided from Operations/Rolling Stock Department of UPMRC) duly converting it per train set per month by dividing total train sets days in a month by 30 days, whichever is lesser. However, since the payment is to be done in advance on quarterly basis, hence advance payment will be required to be done for 6 train sets for a quarter and any adjustments in license fee (if needed) on actual operations basis will be made in the next installment on the basis of actual "train set-days" in preceding quarter. Same principle will also be applied for outside train wrapping (for 3 train sets).

3.7 Train sets available for wrapping:

- 3.7.1 Number of train sets where train wraps are permissible shall be total 3 Nos. train sets under operational holding. Licensee will be required to pay License fee for maximum 3 train sets (for outside advertisement) for a month or actual wrapped train sets operations "train set-days" in a month (provided from Operations/Rolling Stock Department of UPMRC)



whichever is lesser. However, since the payment is to be done in advance on quarterly basis, hence advance payment will be required to be done for 3 train sets for a quarter and any adjustments in license fee (if needed) on actual operations basis will be made in the next installment on the basis of actual wrapped "train set-days" in preceding quarter.

3.7.2 Additional trainsets:

Additional trainsets (of 3 coaches), if needed by the licensee for wrapping beyond 3 train sets under operational holding, if approved by UPMRC shall be offered @ pro rata rates per train set at the applicable rates for the 3 trainsets and which shall be escalated @ 7.5% annually after completion of two years of license period. The additional train sets shall be offered and charged minimum for one month at a time.

3.8 Charging of License Fee:

- 3.8.1 The licensee shall pay the quoted Monthly License Fee for advertisement rights on Kanpur Metro trains on priority section of UPMRC network & wrapping of trains on priority section (subject to maximum of 3 Nos. of total trains sets under operational holding of any make & configuration on priority section as mentioned in clause 3.5 of DLA, amounting to Rs. xxxxx (as per the quoted rate) to UPMRC plus GST as applicable, payable for a period of 12 months. The license fee shall be payable in advance on quarterly basis to UPMRC, within 7 days of the start of new quarter, calculated on the basis of the quoted monthly License Fee.
- 3.8.2 The quoted monthly license fee should be escalated & increased by 7.5% annually on completion of two (2) years of the license period on compounding basis.
- 3.8.3 The Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operations on priority section of corridor-1 at Kanpur of UPMRC Network (IIT Kanpur-Motijheel) (~~Including its extensions if any~~) after issue of Letter of Acceptance and handing over of trains by UPMRC.
- 3.8.4 The configuration of each train set may be modified by UPMRC at any stage. UPMRC may induct additional train sets in the given line or withdraw any train set from the service, without giving any intimation to the Licensee.
- 3.8.5 Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.



3.9 Places Available for Exclusive Advertisement Rights of Kanpur Metro Trains of Corridor-1(priority section) :

Selected bidder shall be permitted to display advertisements on operational lines at pre-designed advertisement panels already earmarked inside Kanpur Metro Trains. Advertisements on floor/ on any other space other than approved are not permissible. Selected bidders shall ensure that the train exteriors and interiors are not spoiled or damaged in the process of displaying the advertisements and particular care should be exercised while displaying advertisements as train wraps. Utmost care shall be exercised in while affixing or removing of train wraps on exterior surface of Metro Trains and ensure that no damage of whatsoever nature is caused to the exterior surfaces, including but not limited to peeling off surface paint, scratches, dents, etc.

- 3.10 One of the main objectives of UPMRC is to ensure smooth operation of the Metro and to ensure safety and comfort of the users/passengers using the Metro facilities. In pursuant thereof, UPMRC at its discretion may utilize nominal advertisement spaces of not more than 5% of the available advertisement spaces inside Metro Trains for the said purposes and to display social messages/safety messages, without any payment/ consideration to Licensee or reduction in License Fee. The cost of printing, installation, mounting, etc shall be borne by UPMRC.
- 3.11 The Exclusive Advertisement Rights of Kanpur Metro Trains shall be granted for trains under operation on priority section after issue of Letter of Acceptance and issue of notice/handing over note by UPMRC.
- 3.12 ~~There are additional stations under construction on extended section of the existing operational lines of Corridor 1 which are under construction and likely to be commissioned and put under operation at later stages. The trains extended on these sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee. DELETED~~
- 3.13 The configuration of each train set may be modified by UPMRC at any stage on each line. UPMRC may induct additional train sets in a given line or withdraw any train set from the service in a particular line, without giving any intimation to the Licensee.



Chapter: 6**License Fee**

- 6.1 The first set of Metro Trains shall be handed over for advertisements within 15 days from date of issue of notice to take over/ handing over. The Commencement of License fees will be '30 days' (fitment period) from the date of issue of notice to takeover/ handing over or 'from the start of first day of ROD' whichever is later.
- 6.2 The trains from depot shall be handed over after due acknowledgment from the concerned depot in-charge as per the prescribed pro-forma given in Annexure-2. If the licensee fails to take over the trains within 15 days from the date of intimation of handing over, the trains shall be treated as deemed to be handed over from 16th day of intimation of handing over. The License fee for trains handed over subsequently shall commence from 30 days after the date of handing over of Trains.
- 6.3 ~~There are additional stations under construction on extended section of the existing operational lines of Priority Section of Corridor-1 which are under construction and likely to be commissioned and put under operation tentatively as per schedule. The trains extended on the sections/ extensions shall also be part of the exclusive advertisement rights to the Licensee. DELETED~~
- 6.4 The configuration of each train set may be modified by UPMRC at any stage on each line. UPMRC may induct additional train sets or withdraw any train set from the service without giving any intimation to the Licensee.
- 6.5 The licensee shall pay License Fee per train set per month amounting to Rs. _____ to UPMRC, payable for a period of 12 months. The License Fees shall be payable on quarterly basis to UPMRC, within 7 days of the start of new quarter. The initial tenure of the contract for Exclusive Advertisement Rights at the advertisement spaces for trains shall be for 2.5 years (30 months) from the date of issue of notice/handling over note of first lot of Metro Trains to the licensee. The tenure of the contract may be extended by UPMRC for a period of 1 year upon satisfactory performance by licensee. The IFSD and the license fee shall be escalated at the rate of 7.5% annually after completion of 2 years of the contract i.e. there shall be a maximum of two escalations during the tenure of the contract (1st escalation after completion of 2 years and 2nd escalation after completion of 3 years in case the contract is extended).
- 6.6 The amount of the license fee payable to UPMRC shall remain valid for proposed coaches/ cars Priority Section of Corridor-1. If there is any increase in holding number of car coaches



- XV. The offer submitted by M/s _____ having their registered office at _____ has been accepted by UPMRC vide LOA No. _____ dated _____
- XVI. As per the terms of the above mentioned LOA, the Licensee has been selected for Advertisement Rights of Kanpur Metro Trains on priority section of Corridor-1 in UPMRC Network for the duration of the License.
- XVII. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to UPMRC.
- XVIII. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.
- XIX. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to half yearly (6 months) License Fee as quoted by the Licensee for the total number of trains as mentioned in **Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type Annexure-6**, for respective schedule, as security for the performance and fulfillment of all its responsibilities and obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favor of UPMRC.
- XX. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favor of UPMRC for the due payment of Rs. _____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

- XX. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to UPMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from UPMRC, calling upon the Guarantor to pay the said amount. For the purpose of this clause, any letter making demand on the Bank by UPMRC dispatched by Registered Post with Ack. due or by any

