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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/ KNPARG-03/2022-23

Date: 18.11.2022

ADDENDUM-02

Tender ID	2022_UPMRC_132314_1
Tender Ref No.	KNPAR-03

Tender Title/Name of work: Tender KNPARG-03: Licensing of Exclusive Advertising Rights on outside civil structures of Kanpur Metro Rail- Priority Corridor (IIT Kanpur- Motijheel) in UPMRC network as per scope of work mentioned in tender document

Addendum-02 along with replies to pre-bid queries of subject 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.


18.11.22
(Indrajit Verma)
CE/Contract

Tender KNPAP-03 : Reply to Pre-Bid Queries

Tender KNPAP-03: Licensing of Exclusive Advertising Rights on outside civil structures of Kanpur Metro Rail-Priority Corridor in UPMRC network as per scope of work mentioned in tender document.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
1	Ch.3, clause 3.22 of tender document Page 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 License Agreement.	Fitment period is of 75 days, can ask for 90 days as signage making, installation and wiring takes time..	As per tender conditions.
2			LED screens are allowed or not in replacement of signage.	As per tender conditions.
3	Ch.4, clause 4.2.4 (d) of tender document Page no.-21	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. The licensee awarded the Co-branding rights of station shall be allowed to color the pillars in brands color. However, the licensee under this contract shall have the advertisement rights on pillars as per the size given in Annexure-1, Page-27 of tender document.
4	Ch.5, clause 5.1 note (i) of tender document Page no.-22	License Fee for each year shall be equal to Minimum Annual Guarantee (MAG) amount for the year. Note: i. There will be 20% increase in MAG after every 3 years, and so on.	20% escalation every three year is very high.	As per tender conditions.
5	Ch.5, clause 5.3 TAXES AND OTHER STATUTORY DUES, point (e) of tender document Page no.-23	TAXES AND OTHER STATUTORY DUES e) At present, UPMRC is not liable to share its revenue generated from advertisements in UPMRC area with local bodies including Municipal Corporation of Kanpur, 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.	Advertisement taxes, if any should be borne by UPMRC.	Advertisement share to local bodies/government etc., if any, shall be borne by UPMRC. Please also refer clause no. 5.3(e) of chapter 5 (Terms and Conditions) of tender document.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
6	Ch.5, clause 5.3 TAXES AND OTHER STATUTORY DUES, point (c) and (e) of tender document Page no.-22, 23	<p>TAXES AND OTHER STATUTORY DUES</p> <p>c) Municipal Taxes, if any, shall be solely borne by licensee.</p> <p>e) At present, UPMRC is not liable to share its revenue generated from advertisements in UPMRC area with local bodies including Municipal Corporation of Kanpur, 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.</p>	<p>Clauses (5.3) regarding taxes are contradictory in tender as somewhere it is written licensee has to borne municipal taxes and somewhere it is written UPMRC shall share advt. revenue to local bodies, if any.</p>	<p>Please refer clause no. 5.3(e) of chapter 5 (Terms and Conditions) of tender document.</p> <p>Municipal Taxes (other than Advertisement share to local bodies/government), if any, shall be solely borne by licensee.</p> <p>Please also refer Addendum-2</p>
7			<p>Creative approvals and block allotment takes very much time and clients doesn't wait. We want a process in which approvals shall be given within time frame.</p>	<p>Approval of creatives shall normally be done within three working days and blocks shall be allotted to the licensee as per technical feasibility on priority basis.</p>
8	Ch.5, clause 5.8(Factors Governing Selection of Permissible Advertisements) of tender document Page no.-25	<p>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:</p> <p>a) The advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.</p>	<p>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.</p>	<p>As per tender conditions.</p>
9			<p>We have seen some already installed structures on portals. Are they also available to licensee for advertisement..</p>	<p>The already installed structures on portals shall be within the scope of this tender KNPAP-03 and such area is included in the offered area of 3568.95 sqm.</p>
10			<p>We are an MSME registered organization, with the Ministry of Small and Medium Enterprises.we request allow us exemption from furnishing EMD towards this tender terms & conditions</p>	<p>Tenderer already registered with MSME are exempted from submission of cost of tender document and bid security/ EMD.</p> <p>Please also refer Addendum-2.</p>

Tender KNPAP-03: Summary Sheet of ADDENDUM No.-2

Tender KNPAP-03: Licensing of Exclusive Advertising Rights on outside civil structures of Kanpur Metro Rail-Priority Corridor 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.1, clause 1.3 b)-iv) and v) of NIT Page 2-3	-	*Tenderer already registered with MSME are exempted from submission of cost of tender document and bid security/ EMD.	Please refer to Annexure-A of Addendum-2 Page 2R-3R
2	Ch.4, clause 4.2.2 (m) of tender document Page no.-20	4.2.2 In General Licensee shall be responsible for the following activities: - m) All taxes including Municipal/Advertisement Taxes, Service tax, duties, levies and all other statutory dues where applicable shall be borne solely by the licensee without any contest.	4.2.2 In General Licensee shall be responsible for the following activities: - m) All taxes including Municipal/ Advertisement 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.	Please refer to Annexure-B of Addendum-2 Page 20R
3	Ch.5, clause 5.3 TAXES AND OTHER STATUTORY DUES, point (c) of tender document Page no.-22	c) Municipal Taxes, if any, shall be solely borne by licensee.	c) Municipal Taxes (other than Advertisement share to local bodies/government) , if any, shall be solely borne by licensee.	Please refer to Annexure-C of Addendum-2 Page 22R
4	Annexure-2 clause 11 of tender document page no.28	11.0 That all Taxes/Municipal Taxes , duties, levies, if any, shall be solely borne by us. Goods & Services Tax (GST) as applicable from time to time shall also be paid by us.	11.0 That all Taxes/Municipal Taxes (other than Advertisement share to local bodies/government) , duties, levies, if any, shall be solely borne by us. Goods & Services Tax (GST) as applicable from time to time shall also be paid by us.	Please refer to Annexure-D of Addendum-2 Page 28R
5	Annexure-14 clause 2.4 (m) of tender document page no.46	2.4 In General Licensee shall be responsible for the following activities: m) All taxes including Municipal/Advertisement Taxes, Service tax, duties, levies and all other statutory dues where applicable shall be borne solely by the licensee without any contest.	2.4 In General Licensee shall be responsible for the following activities: - m) All taxes including Municipal/ Advertisement 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.	Please refer to Annexure-E of Addendum-2 Page 46R
6	Article 2, clause 2.22 TAXES AND OTHER STATUTORY DUES, point (c) of DLA Page no. 55	c) Municipal Taxes, if any, shall be solely borne by selected bidder.	c) Municipal Taxes (other than Advertisement share to local bodies/government) , if any, shall be solely borne by selected bidder.	Please refer to Annexure-F of Addendum-2 Page 55R

CHAPTER-1: NOTICE INVITING BID

- 1.1. Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites open e-tenders from eligible applicants, who fulfill qualification criteria as stipulated in Clause 1.5 of NIT, for **“Licensing of Exclusive Advertising Rights on outside civil structures of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) in UPMRC network as per scope of work mentioned in tender document.”**
- 1.2. UPMRC shall receive e-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 UPMRC. 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) UPMRC has adopted a two packet Bidding Process to select suitable highest Bidder to grant License of Exclusive Advertising Rights on outside civil structures (**As per Annexure-1**) of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel).

b) Schedule of Bidding Process:

i.	Bid No.	KNPAR-03
ii.	License Period	9 Years
iii.	Bid documents on sale	From 18.10.2022 (from 11:00 hrs) to 21.112022 (up to 15:00 hrs.) on e-tendering website https://etenders.gov.in/eprocure/app (Bid document can only be obtained online on the website https://etenders.gov.in/eprocure/app)
iv.	Cost of bid document (Non Refundable)*	Rs. 23600/- (inclusive of 18% GST) Payment of bid document cost/tender fee is to be made by RTGS/ NEFT / IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below. The tenderers are required to upload scanned copies of transaction of payment of bid document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. KNPAR-03 , must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. (Copy of GST registration no. to be provided along with Bid document cost/ tender fee)
v.	Bid Security/ EMD *	<u>INR 1.71 Lakh</u> <ul style="list-style-type: none"> The instrument type for payment of bid security/ EMD shall be Demand Draft/ RTGS/ NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below in subsequent para. The bidders are required to upload scanned copies of transaction of payment of bid security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time

		<p>of online transaction of payment, failing which payment may not be considered) at the time of online bid submission(Copy of GST registration no. to be provided along with Bid security).</p> <ul style="list-style-type: none"> • DD shall be made in favor of 'Uttar Pradesh Metro Rail Corporation Limited' payable at Lucknow. <p>In case of DD, the scanned copy of DD shall be uploaded along with tender submission and the original DD shall be submitted in the office of CE/ Contract on or before the date/time of tender submission end date otherwise the bid shall not be evaluated and is liable to be rejected.</p> <ul style="list-style-type: none"> • Bid Security amount of successful bidder shall be adjusted against the IFSD amount. In case of unsuccessful bidders, the Bid Security shall be refunded within 90 days of issue of LOA to the successful bidder.
vi.	Last date of Seeking Clarification	<p>31.10.2022 upto 18:00 Hrs</p> <p>Tenderers to note that seeking clarification on the tender shall be done by sending it on e-tendering portal only. Queries/clarifications from tenderers after due date and time shall not be acknowledged.</p>
vii.	Pre-Bid meeting	<p>31.10.2022 @ 15:00 Hrs</p> <p>The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team etc. All prospective bidders who have made online payment towards the cost of tender document shall have to provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting atleast 24 hours before the scheduled time of meeting to the registered official email of employer i.e. cecontract@upmrcl.co.in along with scanned copy of transaction of payment of bid document cost / tender fee, including e-receipt (clearly indicating UTR No. and tender reference i.e. KNPAR-03, entered in the remarks at the time of online transaction of payment) so that link having details such as software, meeting ID, password etc. can be mailed to these persons before the scheduled virtual pre-bid meeting.</p>
viii.	Date & time of Submission of Tender	<p>Tender submission start date: 14.11.2022 (11:00 hrs).</p> <p>Tender submission end date: 21.11.2022 (15:00 hrs).</p>
ix.	Date & time of opening of Bid/Tender	<p>22.11.2022 @ 15:00 Hrs.</p>
x.	Validity of Bid document	<p>180 days from date of submission of bid.</p>
xi.	Authority and place for seeking any information, clarifications	<p>Chief Engineer/Contract, Uttar Pradesh Metro Rail Corporation Limited, Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010 https://etenders.gov.in/eprocure/app (Email: cecontract@upmrcl.co.in)</p>

***Tenderer already registered with MSME are exempted from submission of cost of tender document and bid security/ EMD.**

c) Cost of Bid Document/RFP and Bid Security/ EMD as mentioned in 1.3(b) above shall be accepted through RTGS/ NEFT/ IMPS in following account-

Bank Account in name of	UPMRCL (Kanpur Project)
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CHAPTER-4: OBJECTIVES & SCOPE

Annexure-B

4.1 Objective

To augment non-operational revenue of UPMRC through advertisements by:

- a) Positioning Kanpur Metro as a most sought after location for advertising.
- b) Contributing to the aesthetical view of the Kanpur Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
- c) Providing value to the Corporate who advertises in Kanpur Metro.
- d) Promoting Kanpur Metro as the gateway to Kanpur Tourism by highlighting Kanpur's heritage and cultural beauty.

4.2 Scope of Work:

4.2.1 For Advertisement Rights on Outside Civil Structures:

UPMRC hereby agrees to provide (on as is where is basis) bare advertising spaces on outside civil structures (**As per Annexure-1**) on (Elevated) Section from IIT Kanpur to Motijheel (**excluding those within the plan area of IIT Kanpur Metro Station**) in UPMRC network, 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".

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

- a) Preparation of an advertising plan for outside 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 including providing adequate professionally trained manpower.
- g) Design of themes depicting Kanpur culture and its natural beauty and Kanpur 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/Advertisement 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.
- n) At present, UPMRC is not liable to share its revenue generated from advertisements with local bodies including Kanpur 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.
- o) The licensee shall submit the drawings/plans for the advertisement panel spaces within 30 days of payment of IFSD, to UPMRC for approval so that further action on it

CHAPTER-5: TERMS AND CONDITIONS

5.1 License Fee for each year shall be equal to Minimum Annual Guarantee (MAG) amount for the year.

Note:

- i. There will be 20% increase in MAG after every 3 years, and so on.
- ii. Payment of License Fee shall be as follows:
 - a. Minimum Guarantee License fee shall be paid on quarterly basis in equal proportions.
 - b. Taxes, if any, shall be payable over and above the License Fee.
 - c. License Fee payment shall be subject to Tax Deduction at source at applicable rates.
- iii. There shall be pro-rata increase in the MAG due to increase in advertising area.

5.2 TENURE OF LICENSE

- a) Tenure of License Agreement shall be **9 (nine) years**, 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 period for additional advertisement space so handed over/allotted during the currency of the contract will be co-terminus with original license period.
- b) There shall be a **lock in period of two years** from the scheduled date of commencement of License fee.
- c) If the Licensee is desirous of terminating the Agreement before expiry of the Lock-in period, it can do so with six months' notice and the Agreement shall deem to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by UPMRC. In such a case, UPMRC shall have right to forfeit Performance/ Security Deposit. If Balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, it shall be recoverable from the other contracts of licensee in UPMRC, before licensee is permitted to remove their establishment(s) or else UPMRC will seize their property. The Establishment(s) set up under this contract shall become property of UPMRC and the Licensee shall have no claim for compensation or consideration / damages.
- d) The Licensee shall have option to exit from the License Agreement only after completion of Lock-in period of Two (2) years of service / operation. For this, the Licensee shall give 6 month prior notice / intimation to UPMRC. In such a case, IFSD/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any. If Balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, it shall be recoverable from the other contracts of licensee in UPMRC, before licensee is permitted to remove their establishment(s) or else UPMRC will seize their property. However, UPMRC will not pay any other compensation or consideration to Licensee and in this case all equipment shall become property of UPMRC at Zero cost.
- e) UPMRC too can exit after giving 6 months notice to Licensee. In such an eventuality UPMRC shall return the Security Deposit but equipment supplied shall become property of the UPMRC on consideration of payment of their depreciated value to the Licensee duly certified by Chartered Accountants Firm.

5.3 TAXES AND OTHER STATUTORY DUES

- a) All other statutory taxes, statutory dues, local levies, Goods & Services Tax (GST), etc. as applicable shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies UPMRC from any claims that may arise from the statutory authorities in connection with this License.
- b) Payment of stamp duty on execution of license agreement, if any, shall be borne by licensee.
- c) Municipal Taxes **(other than Advertisement share to local bodies/government)**, if any, shall be solely borne by licensee.
- d) The selected bidder will not ask for any claim or compensation from UPMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all

LETTER OF APPLICATION & INTEREST

(To be submitted (duly signed) by the Bidder or Authorized Signatory on Letter Head)

To

Chief Engineer/ Contract
Administrative Building,
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,
Vipin Khand, Gomti Nagar,
Lucknow-226010

Sub: - “KNPAR-03: Licensing of Exclusive Advertising Rights on outside civil structures of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) in UPMRC network as per scope of work mentioned in tender document”

Sir,

I / We understand: -

- 1.0 That this tender is to License out Exclusive Advertising Rights on outside civil structures of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) in UPMRC network as per scope of work mentioned in tender document.”
- 2.0 That the Advertisement Rights on outside civil structures are for a minimum area as per Annexure-1.
- 3.0 The Terms and Conditions governing the Tender to license out Exclusive Advertising on outside civil structures of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) in UPMRC network as per scope of work mentioned in tender document and hereby agree to abide the same.
- 4.0 Agree to submit unconditional acceptance of LOA within 7 (Seven) days from the date of issue of LOA.
- 5.0 To deposit the quarterly license fee for advertising space, atleast 7 days before the commencement of quarter in advance
- 6.0 The selected Bidder(s) shall submit Interest Free Security Deposit/Performance Security to UPMRC equivalent to half yearly (6 months) License Fee of the current License Fee.
- 7.0 The selected Bidder is required to deposit Interest Free Security Deposit/Performance Security upto Rs.10 lacs in the form of DD only. Interest Free Security Deposit/Performance Security above Rs.10 lacs shall be submitted in the form of Bank Guarantee (BG).
- 8.0 That the License Fee shall commence after fitment period i.e. from the 76th day of scheduled date of payment of IFSD
- 9.0 To sign the License Agreement within the prescribed time or on date as indicated by the authorized representative of UPMRC, failing which, UPMRC may deem that Bidder are not interested in the offer and forfeit all payments made in favor of UPMRC. Bidder hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.
- 10.0 That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by us.
- 11.0 That all Taxes/Municipal Taxes **(other than Advertisement share to local bodies/government)**, duties, levies, if any, shall be solely borne by us. Goods & Services Tax (GST) as applicable from time to time shall also be paid by us.
- 12.0 Not to seek any claim or compensation from UPMRC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
- 13.0 And satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. Bidder are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.

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".

2.4 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 Kanpur culture and its natural beauty and Kanpur 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/ Advertisement 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 Kanpur 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.

2.5 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 not be allowed outside their allotted premises, though branding of their shops/ products may be allowed in front of allotted space 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.

Once an amount is debited from the Interest Free Security Deposit/Performance Security, the Licensee shall replenish the Security Deposit/Performance Security to the extent the amount is debited, within 15 days period, failing which, it shall be treated as Licensee's event of default.

- 2.21 a) The selected Bidder is required to submit Interest Free Security Deposit/ Performance Security within 30 (Thirty) days from the date of issuance of Letter of Acceptance. Any request of successful Bidders for seeking any clarification/approval/document from UPMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security.
- b) In case of failure to deposit the requisite demand of Interest Free Security Deposit as per Letter of Acceptance (LoA) within 30 days from date of issuance of LoA, an extended period to honour LoA with penal surcharge for late payment shall be applicable as under:

Days from issuance of LoA	Rate of penal surcharge
Up to 30 days	NIL
31st to 45th day	@ 3% flat on LoA's IFSD amount
46th to 60th day	@ 4% flat on LoA's IFSD amount

After 60 days, from the date of LoA, it (LoA) shall stand cancelled. No further request for extension in submitting of Interest Free Security Deposit/ Performance Security shall be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- d) Selected Bidder shall sign the License Agreement within 30 days of submitting Interest Free Security Deposit. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

2.22 TAXES AND OTHER STATUTORY DUES

- a) All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies UPMRC from any claims that may arise from the statutory authorities in connection with this License.
- b) Payment of stamp duty on execution of license agreement, if any, shall be borne by selected Bidder.
- c) Municipal Taxes **(other than Advertisement share to local bodies/government)**, if any, shall be solely borne by selected Bidder.
- d) The Selected Bidder will not ask for any claim or compensation from UPMRC if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by selected Bidder.
- e) At present, UPMRC is not liable to share its revenue generated from advertisements at UPMRC area with local bodies including Municipal Corporation of Kanpur, 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. Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisements spaces for election related