



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/KNPAR-01/2021-22

Date:26.11.2021

ADDENDUM -06

Tender ID	2021_UPMRC_87074_1
Tender Ref No	KNPAR-01

Tender Title/Name of work: "Tender for awarding Exclusive Advertising Rights in Metro station and on outside civil structures along with Semi-Naming Rights of Metro Stations of Kanpur Metro Rail- Priority Corridor (IIT Kanpur- Motijheel) in UPMRC network".

Dear Sir,

Addendum-06 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.


 Indrajeet Verma
 CE/Contract

(AN ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certified Company)

Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow 226010

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Reply to Pre-Bid Queries KNPAP-01

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
1	Ch.3 , Clause 3.18.5 Bid Document Evaluation of Financial proposals & conditions for selected Bidder Page No. 18	Offers received with Total MAG value [in Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type financial bid form Annexure 3(BOQ-1 & BOQ-2)] lesser than minimum reserve MAG of Rs. 3.79 3.96 Cr. are liable to be rejected.	Reserve MAG is too high for Kanpur in terms of advertisement.	As per tender conditions.
2	Ch.3, Clause 3.19 (b) Bid Document Schedule of various Stages Note Page No. 20	In the event of display of advertisements for outside civil structures before ROD, License Fee will be payable to UPMRC at the agreement rates for the area so utilized. However, License Period will be reckoned as per schedule of various stages.	Advertisement display before ROD is not allowed or allowed on the basis of charging of License fee for area utilized. Only revenue should be charged for the display before ROD.	As per tender conditions. Kindly also refer Addendum-6.
3	Ch.5, Clause 5.8 (a) Bid Document Factors Governing Selection of Permissible Advertisements Page No.30	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: a) The advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.	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. However, UPMRC reserves the right to accept any proposal of the licensee on 'case to case basis'.
4	-	-	Semi Naming is being offered at station. It is being found that most of the area pertaining to semi naming options are already utilized by UPMRC. Licensee is getting less options comparing with other metro projects.	As per tender conditions.

Kamant Pandey

Reply to Pre-Bid Queries KNP-01

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
5	Ch.3, Clause 3.19 (b) Bid Document Schedule of various Stages Page No. 20	Commencement of License Fee: 61st day from the handing over of the advertisement spaces or ROD, whichever is later.	Fitment period is of 60 days. Fabrication and installations take months for completion. Licensee should be given at least 90 days of fitment period.	Kindly refer Addendum-6
6	Ch.3, Clause 3.19 (b) Bid Document Schedule of various Stages Page No. 20	Payment of Interest Free Security Deposit/ (IFSD) Performance Security to UPMRC by Licensee: 25% of IFSD within 15 days of issue of Letter of Acceptance, balance (75%) amount shall be paid within 15 days of intimation of ROD (Revenue Operation /Trains Commissioning Date) by UPMRC to the Licensee.	Payment of IFSD after issue of LOA is within 15 days. Licensee must be given one month for submission of IFSD.	Kindly refer Addendum-6

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Summary Sheet of ADDENDUM No.-6: KNPAR-01

Tender KNPAR-01: Tender for awarding Exclusive Advertising Rights in Metro Stations and on outside civil structures along with Semi-Naming Rights of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur- Motijheel) in UPMRC network.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 3.19 (b) Schedule of Various Stages	25% of IFSD within 15 days of issue of Letter of Acceptance, balance (75%) amount shall be paid within 15 days of intimation of ROD (Revenue Operation /Trains Commissioning Date) by UPMRC to the Licensee.	25% of IFSD within 30 15 days of issue of Letter of Acceptance, balance (75%) amount shall be paid within 15 days of intimation of ROD (Revenue Operation /Trains Commissioning Date) by UPMRC to the Licensee.	Please refer to Annexure-A of Addendum-6 (Page 20R)
2	Clause 3.19 (b) Schedule of Various Stages	61 st day from the handing over of the advertisement spaces or ROD, whichever is later.	76th 61 st day from the handing over of the advertisement spaces or ROD, whichever is later.	
3	Clause 3.20 (page 20)	The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 15 (Fifteen) days from the date of issuance of Letter of Acceptance.	The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 30 15 (Thirty Fifteen) days from the date of issuance of Letter of Acceptance.	



Summary Sheet of ADDENDUM No.-6: KNP-01

4	Clause 3.23 (page 21)	The License fee will be charged after the fitment period from the 61 st day of the handover of the area or from ROD, whichever is later; Advertisements display shall not be allowed before ROD.	The License fee will be charged after the fitment period from the <u>76th</u> 61st day of the handover of the area or from ROD, whichever is later; Advertisements display shall not be allowed before ROD.	Please refer to Annexure-B of Addendum-6 (Page 21 R)
5	Clause 5.4 (f) Interest Free Security Deposit/Performance Security (page 29)	The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 15 (Fifteen) days from the date of issuance of Letter of Acceptance.	The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within <u>30</u> 15 (<u>Thirty</u> Fifteen) days from the date of issuance of Letter of Acceptance.	
6	Clause 5.5 (a) Additional Areas/ Panels & Forms of Advertising	a) Additional station(s)/ Length of viaduct (outside civil structures) on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for exclusive advertisement rights and UPMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after 60 days. The tenure of such stations shall be co-terminus with this license agreement.	a) Additional station(s)/ Length of viaduct (outside civil structures) on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for exclusive advertisement rights and UPMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after <u>75</u> 60 days. The tenure of such stations shall be co-terminus with this license agreement.	Please refer to Annexure-C of Addendum-6 (Page 29R)



Summary Sheet of ADDENDUM No.-6: KNPART-01

7	Annexure-2(5.0); Letter of Application & Interest (page 35)	To deposit the first advance quarterly license fee for advertising space, within 60 (Sixty) days from the date of handover of the locations mentioned in Annexure-1 or ROD (Revenue Operation Date: Commissioning of Train Service for Public) whichever is later. Advertisements shall not be displayed on the Media erected thereof before ROD.	To deposit the first advance quarterly license fee for advertising space, within 75 <u>60</u> (Seventy Five <u>Sixty</u>) days from the date of handover of the locations mentioned in Annexure-1 or ROD (Revenue Operation Date: Commissioning of Train Service for Public) whichever is later. Advertisements shall not be displayed on the Media erected thereof before <u>ROD.</u>	Please refer to Annexure-D of Addendum-6 (Page 35 R)
8	Annexure-2(8.0); Letter of Application & Interest (page 35)	That the License Fee shall commence after fitment period from the 61 st day of handing over of the licensed space as per Annexure-1 or ROD whichever is later.	That the License Fee shall commence after fitment period from the <u>76th</u> 61st day of handing over of the licensed space as per Annexure-1 or ROD whichever is later.	
9	DLA Article 2 clause no. 2.1 (page 63)	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 date of commencement of licensee fee period i.e. 60 days after handover of the advertising spaces as mentioned in Annexure- IA or ROD, whichever is later.	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 date of commencement of licensee fee period i.e. 75 <u>60</u> days after handover of the advertising spaces as mentioned in Annexure- <u>1</u> IA or ROD, whichever is later.	Please refer to Annexure E of Addendum-6 (Page 63 R)



Summary Sheet of ADDENDUM No.-6: KNP-01

10	DLA Article 2 clause no. 2.7 (page 64)	The License fee for minimum area of 975+100 sqm.& 400 450 Sqm for inside metro stations 8-9 Nos.) & minimum area of 3568.95 3689.55 sqm. for outside civil structures alongwith Semi-Naming rights of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) <u>excluding IIT Kanpur metro station</u> as per Annexure-1, shall commence immediately after fitment period of 60 days from the date of handing over of the available handed over area or ROD, whichever is later, and shall be charged until the termination/ completion of agreement.	The License fee for minimum area of 975+100 sqm.& 400 450 Sqm for inside metro stations 8-9 Nos.) & minimum area of 3568.95 3689.55 sqm. for outside civil structures alongwith Semi-Naming rights of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur- Motijheel) <u>excluding IIT Kanpur metro station</u> as per Annexure-1, shall commence immediately after fitment period of 75 60 days from the date of handing over of the available handed over area or ROD, whichever is later, and shall be charged until the termination/ completion of agreement	Please refer to Annexure F of Addendum-6 (Page 64R)
11	DLA Article 2 clause no. 2.21 (a) (page 66)	The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 15 (Fifteen) days from the date of issuance of Letter of Acceptance.	The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 30 <u>15 (Thirty Fifteen)</u> days from the date of issuance of Letter of Acceptance.	Please refer to Annexure G of Addendum-6. (Page 66R).
12	DLA Article 3 clause no. 3.1 (page 69)	Additional station(s)/ Length of viaduct (outside civil structures) on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for exclusive advertisement rights and UPMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after 60 days. The tenure of such stations shall be co-terminus with this license agreement.	Additional station(s)/ Length of viaduct (outside civil structures) on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for exclusive advertisement rights and UPMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after 75 60 days. The tenure of such stations shall be co-terminus with this license agreement.	Please refer to Annexure H of Addendum-6. (page 69 R)

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Summary Sheet of ADDENDUM No.-6: KNPAR-01

13	DLA Article 3 clause no. 3.6.4 (page 70)	In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area at any station is more than 25 sqm. If such additional area is taken up by the licensee for the currency of the contract, than it shall be charged from 61 st day from the date of handing over of additional area considering 60 days fit out period.	In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area at any station is more than 25 sqm. If such additional area is taken up by the licensee for the currency of the contract, than it shall be charged from 76th 61st day from the date of handing over of additional area considering 75 60 days fit out period.	Please refer to Annexure I of Addendum-6 (Page 70R).
14	Chapter 5 Terms and Conditions clause no. 5.2 (a) (page 27)	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 date of commencement date of License Fee i.e.61 st day of handover of the advertising spaces or ROD, whichever is later. 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.	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 date of commencement date of License Fee i.e. 76th 61st day of handover of the advertising spaces or ROD, whichever is later. 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.	Please refer to Annexure J of Addendum-6. (Page 27R)

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- Proposal will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and financial proposal that shall be 0.30 and 0.70 respectively.

Overall Score:

S. No.	Bidder	Technical Score (30% Weightage)	Financial Score (70% Weightage)	Overall Score
1.				
2.				
3.				
4.				

- The selected applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 3.20, 3.21 and 3.22 below, as the case may be.

After selection, "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

- b) **Schedule of Various Stages:** The Selected Bidder shall follow the following timelines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit/ (IFSD) Performance Security to UPMRC by Licensee.	25% of IFSD within 30 45 days of issue of Letter of Acceptance, balance (75%) amount shall be paid within 15 days of intimation of ROD (Revenue Operation /Trains Commissioning Date) by UPMRC to the Licensee.
Advertisement space to be handed over to Selected Bidder.	Within 10 days of making the payments of initial installment (25%) Interest Free Security Deposit/ Performance Security, progressively in stages
Commencement of License Fee	76 th 64 st day from the handing over of the advertisement spaces or ROD, whichever is later.
License Period	09 years from commencement of License Fee Payment.
Signing of License Agreement.	Within 30 days after submitting initial installment (25%) of Security Deposit / Performance Security.
Payment of Advance License Fee for 1 st Quarter to UPMRC by Licensee.	Minimum 7 (Seven) days before commencement date of License fee

NOTE: In the event of display of advertisements for outside civil structures before ROD, License Fee will be payable to UPMRC at the agreement rates for the area so utilized. However, License Period will be reckoned as per above table.

- 3.20 The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 30 45 (Thirty Fifteen) 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. In case, the bidder fails to submit required amount of Interest Free Security Deposit/Performance Security within stipulated date as per timeline mentioned under clause no. 3.19(b), In this event, H2 bidder will be issued LOA to take up the work at rates offered by H1 bidder after obtaining consent from H2 bidder.



- 3.21 If Bidder fails to comply with LOA conditions and does not deposit requisite amount of Interest Free Security Deposit/ Performance Security (IFSD/PS) within the stipulated date as mentioned under clause no. 3.19(b), the LOA may stand cancelled and action shall be taken as mentioned in Annexure-12. 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.
- 3.22 Selected Bidder shall sign the License Agreement within 30 days of submitting initial amount of Performance Guarantee. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 3.23 The License fee will be charged after the fitment period from the ~~76th~~ 61st day of the handover of the area or from ROD, whichever is later; ~~Advertisements display shall not be allowed before ROD.~~ 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 Draft License Agreement.
- 3.24 Notwithstanding anything contained in this Tender Document, UPMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.
- 3.25 The selected Bidder is required to submit balance installment (75%) of Interest Free Security Deposit/ Performance Security within fifteen (15) days from the intimation of ROD (Revenue Operation /Trains Commissioning Date). 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. In case, the bidder fails to submit required amount of Interest Free Security Deposit/Performance Security within 15 days from date of intimation, penal surcharge payable to UPMRC shall be as follows:

Days from intimation of ROD	Rate of penal surcharge
Up to 15 days	NIL
16th to 30th day	@ 3% flat on LOA Amount

After 30 days of issuance of intimation, if Bidder fails to comply with LOA conditions and does not deposit balance installment amount (75%) of Interest Free Security Deposit/ Performance Security (IFSD/PS), the agreement may stand cancelled and 25% IFSD Money submitted may be forfeited. 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.

3.26 Correction of Errors

Tenders determined to be substantially responsive will be checked by UPMRC for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail;



The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within ~~30~~ 15 (Thirty Fifteen) 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. In case, the bidder fails to submit required amount of Interest Free Security Deposit/Performance Security within stipulated date as per timeline mentioned under clause no. 3.19(b), In this event, H2 bidder will be issued LOA to take up the work at rates offered by H1 bidder after obtaining consent from H2 bidder.

- g) If Bidder fails to comply with LOA conditions and does not deposit requisite amount of Interest Free Security Deposit/ Performance Security (IFSD/PS) within the stipulated date as mentioned under clause no. 3.19(b), the LOA may stand cancelled and action shall be taken as mentioned in Annexure-12. 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.
- h) Selected Bidder shall sign the License Agreement within 30 days of submitting initial amount of Performance Guarantee. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- i) The selected Bidder is required to submit balance installment (75%) of Interest Free Security Deposit/ Performance Security within fifteen (15) days from the intimation of ROD (Revenue Operation /Trains Commissioning Date). 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. In case, the bidder fails to submit required amount of Interest Free Security Deposit/Performance Security within 15 days from date of intimation, penal surcharge payable to UPMRC shall be as follows:

Days from intimation of ROD	Rate of penal surcharge
Up to 15 days	NIL
16th to 30th day	@ 3% flat on LOA Amount

After 30 days of issuance of intimation, if Bidder fails to comply with LOA conditions and does not deposit balance installment amount (75%) of Interest Free Security Deposit/ Performance Security (IFSD/PS), the agreement may stand cancelled and UPMRC shall have the right to forfeit 25% IFSD Money submitted. 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.

5.5 Additional Areas/ Panels & Forms of Advertising

- a) Additional station(s)/ Length of viaduct (outside civil structures) on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for exclusive advertisement rights and UPMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after ~~75~~ 60-days. The tenure of such stations shall be co-terminus with this license agreement.
- b) Minimum area for which license fee shall be charged after the fitment period shall be as given in Annexure-I for each station/ outside civil structures handed over for advertisement rights. If the Successful Bidder utilizes less than the area given in Annexure-I for each handed over station, the license fee for the balance area shall be charged at the accepted monthly rate of License fee upto the extent of minimum area as per Annexure-I. The Successful Bidder can however utilize more area for advertising purposes at any of the stations/ on outside Civil Structures. The additional area over and above minimum area for stations/ outside civil structures shall be charged on *pro-rata* basis. Successful Bidder shall prepare the plan for approval of UPMRC.



Annexure-2

Annexure-D

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-01: Tender for awarding Exclusive Advertising Rights in Metro Stations and on outside civil structures along with Semi-naming Rights of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) in UPMRC network."

Sir,

I / We understand: -

- 1.0 That this tender is to License out Exclusive Advertising Rights in Metro Stations and on outside civil structures along with Semi-naming Rights of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur-Motijheel) excluding IIT Kanpur metro station in UPMRC network."
- 2.0 That the Advertisement Rights Inside selected Metro Stations are for a minimum area.
- 3.0 The Terms and Conditions governing the Tender to license out Exclusive Advertising Rights in Metro Stations and on outside civil structures along with Semi-naming Rights of Metro Stations of Kanpur Metro Rail-Priority Corridor(IIT Kanpur-Motijheel) excluding IIT Kanpur metro station in UPMRC network 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 first advance quarterly license fee for advertising space, within 75 ~~60~~ (Seventy Five ~~Sixty~~) days from the date of handover of the locations mentioned in Annexure-1 or ROD (Revenue Operation Date: Commissioning of Train Service for Public) whichever is later. ~~Advertisements shall not be displayed on the Media erected thereof before ROD.~~
- 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 minimum 25% of the Interest Free Security Deposit/Performance Security upto Rs.10 lacs in the form of DD/PO only. 75% or remaining of Interest Free Security Deposit/Performance Security shall be submitted in the form of Bank Guarantee (BG).
- 8.0 That the License Fee shall commence after fitment period from the 76th ~~61st~~ day of handing over of the licensed space as per Annexure-1 or ROD whichever is later.
- 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, if any, shall be solely borne by us. Goods & Services Tax(GST) as applicable from time to time shall also be paid by us.

ARTICLE-2: GRANT OF LICENSE

Annexure-E

TENURE OF LICENSE

- 2.1 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 date of commencement of licensee fee period i.e. ~~75~~ 60 days after handover of the advertising spaces as mentioned in Annexure-1 IA or ROD, whichever is later. The license period for additional advertisement space so handed over/allotted during the currency of the contract will also be co- terminus with original license period.
- 2.2 There shall be a lock in period of two years from the date of commencement of agreement.
- 2.3 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 deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by UPMRC. In such a case, Performance/ Security Deposit shall be forfeited. 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.
- 2.4 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, Bid Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the Merchant Acquirer Bank. 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.
- 2.5 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.

LICENSE FEE

- 2.6.1 License Fee for each year shall be higher of
- Revenue Share computed at the rate mentioned below
 - Minimum Annual Guarantee (MAG) for the year

Note:

- Revenue Share % shall be applicable for the entire tenure of Contract
- There will be 20% increase in MAG after every 3 years, and so on.
- Payment of License Fee shall be as follows:
 - Minimum Guarantee License fee shall be paid on quarterly basis in equal proportions.
 - At the end of each year, Revenue Share shall be compared with the MAG for that year. This comparison shall happen within 2 months of the end of the year
 - In case the Revenue Share is more than the MAG for that year, the differential shall be paid to UPMRC, within 1 month of such computation
 - Quarterly revenue statement shall be provided by the Concessionaire to UPMRC within 1 month of the end of the Quarter
 - Audited Annual Revenue Statement shall be provided by the Concessionaire to UPMRC within 2 months of the end of the Year
 - Taxes, if any, shall be payable over and above the License Fee

g. License Fee payment shall be subject to Tax Deduction at source at applicable rates

iv. There shall be pro-rate increase in the MAG due to increase in advertising area.

Annexure-F

2.6.2 Definition of Revenue:

For the purpose of Revenue share calculation, Net Revenue is defined as the gross display amount billed by the Concessionaire to its Agent/Client (excluding production of posters etc.), as the case may be, directly or indirectly, in an arms length transaction, as reduced by the following:

- a) Agency commission, discounts, rebates, volume discount and credit notes granted to the advertising clients and agencies in the normal course of business
- b) All applicable taxes including advertising taxes
- c) Revenue generated from production of advertising material

An 'Arms Length Transaction' is defined as "a transaction in which the parties (a) are unrelated and unconnected and have no overt or covert common interest, (b) are dealing from equal bargaining positions and (c) neither party is subject to the other's control or dominant influence." Any such transaction is expected to reflect the true market value of the services provided and has been entered into with fairness, integrity and legality.

2.6.3 Revenue Assurance Mechanism:

- a) At the end of each year, the Concessionaire shall provide Audited Financial Statements to UPMRCL along with a certificate to the effect that it has not entered into any transaction, in whatsoever form, with the Agents/Clients other than those that fall in the category of an Arms Length Transaction. Should there be any evidence of a related party transaction between the Concessionaire and its Agent/Client, which is not at arms length, at any point of time during the Agreement Period, UPMRCL reserves the right to treat it as material breach on the part of Concessionaire.
- b) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Agreement, including customs duties, and the Revenue Share shall not be adjusted for such costs.
- c) Concessionaire shall open a separate Bank Account with a Scheduled Commercial Bank for this project. All receipts of this project shall be deposited in that account only. A copy of that account shall be provided by Concessionaire to UPMRCL on a monthly basis.

2.6.4 The license fee shall be paid in advance on quarterly basis for the actual area handed over.

2.7 The License fee for minimum area of 975 1400 sqm. & 400 450 Sqm for inside metro stations (8 9-Nos.) & minimum area of 3568.95 3689.55 sqm. for outside civil structures alongwith Semi-Naming rights of Metro Stations of Kanpur Metro Rail-Priority Corridor (IIT Kanpur- Motijheel excluding IIT Kanpur metro station) as per Annexure-1, shall commence immediately after fitment period of 75 60 days from the date of handing over of the available handed over area or ROD, whichever is later, and shall be charged until the termination/ completion of agreement. The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement panels.

2.8 Along with License Fee, Licensee shall also pay other dues like applicable Goods & Services Tax (GST), statutory dues/liabilities, electricity charges, damage/penal charges, pending arrears, etc. as applicable time to time.

2.9 The License Fee and the Interest Free Security Deposit/Performance Security shall be escalated by 20% on completion of every 3 (three) years on compounding basis.

2.10 The license fee along with Goods & Services Tax (GST) shall be paid to UPMRC on Quarterly basis in advance to UPMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –

Interest Free Security Deposit/ Performance Security:

Annexure-G

- 2.14 The Licensee shall submit Interest Free Security Deposit/Performance Security to UPMRC equivalent to half yearly (6 months) License Fee of the current License Fee based on area mentioned in Annexure-land accepted rate of license fee applicable as on date of its submission.
- 2.15 The Licensee shall deposit minimum 25% of Interest Free Security Deposit/Performance Security in the form of DD/PO and remaining 75% in form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR)/DD/PO. Interest Free Security Deposit/Performance Security upto Rs.10 lacs shall be payable in the Form of DD/PO only.
- 2.16 Irrevocable Bank Guarantee in the prescribed format (Annexure-III of Draft License Agreement) issued by any Nationalized Bank or any other Scheduled Commercial Banks, acceptable to UPMRC having branches located in Lucknow. The Bank Guarantee shall be valid at least for two years and shall be renewed before expiry of earlier Bank Guarantee, failing which, the previous Bank Guarantee shall be invoked/en-cashed by UPMRC without any prior intimation. For the last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts is carried out, failing which, the Bank Guarantee of the Licensee shall be en-cashed by UPMRC.
- 2.17 In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- 2.18 The License Fee and the Interest Free Security Deposit/ Performance Security shall be escalated by 20% on completion of every 3 (three) years of license period, on compounding basis.
- 2.19 Interest Free Security Deposit/Performance Security shall remain constant for an increase in area up to 10% as that at the time of handover. If increase in area is more than 10%, Interest Free Security Deposit/Performance Security shall be increased on pro- rata basis.
- 2.20 UPMRC shall reserve the right for deduction of UPMRC dues from Licensee's Interest Free Security Deposit/ Performance Security at any stage of agreement i.e. currency/ completion/termination/surrender, against:-
- Any amount imposed as a penalty and adjustment for all losses/damages suffered by UPMRC for any nonconformity with the Agreement terms & condition by the Licensee.
 - Any amount which UPMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
 - Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - Any other outstanding UPMRC's dues/ claims, which remain outstanding after completing the course of action as per this License Agreement.
- 2.21 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.
- The selected Bidder is required to submit initial installment (25%) of Interest Free Security Deposit/ Performance Security within 30 ~~45~~ **(Thirty Fifteen)** 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. In case, the bidder fails to submit required amount of Interest Free Security



ARTICLE-3: MAINTENANCE AND OPERATION OF LICENSED SPACES

Annexure-H

ADDITIONAL AREAS/PANEL S& FORMS OF ADVERTISING.

- 3.1 Additional station(s)/ Length of viaduct (outside civil structures) on this line, if any, other than those listed in Annexure-I may also be handed over to the Successful Bidder for exclusive advertisement rights and UPMRC's decision in this regard shall be final and binding. The license fee for such stations shall commence after 75 60 days. The tenure of such stations shall be co-terminus with this license agreement.
- 3.2 Minimum area for which license fee shall be charged after the fitment period as given in Annexure-I for each station. If the Licensee utilizes less than the area given in Annexure-I for each handed over station, the license fee and other dues shall be charged at the rate 'X' for fixed panels. The licensee can however utilize more area for advertising purposes at any of the stations. The additional area shall be charged on pro-rata basis. Licensee shall prepare the plan for approval of UPMRC.
- 3.3 Interest free Security Deposit/ performance security shall remain constant for an increase in area up to 10%. For increase in area more than 10%, Interest free Security Deposit/ performance security shall be increased on pro rata basis.
- 3.4 The cost of preparation of the advertisements /media /Inserts shall be borne solely by the licensee. The licensee shall also maintain all the media/inserts and advertisements as per standards indicated by UPMRC.

3.5 INNOVATION & NEW MEDIA

Subject to mutually agreed terms and conditions and prior written approval and concurrence of the licensor (UPMRC) the Licensee may introduce any new media. If the Licensee 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 GM/Operation, UPMRC for approval and indication of the terms and conditions. The Licensor (UPMRC) at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal.

3.6 Approval of Plan:

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 date of issue of Letter of Acceptance 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 re submit location plan, wiring & 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.

- 3.6.1 Licensee shall submit the certificate regarding structural stability and safety from agency/ firm approved by UPMRC along with detailed drawings for obtaining approval of installing panels at all locations.
- 3.6.2 Approval for installing panels at all locations (including uni-poles and piers) shall be granted by Civil wing of UPMRC, only after ascertaining safety and stability of the structures, as proposed by the bidder, while submission of his proposal and drawings. Specimen drawings for few structures are enclosed for guidance. Bidder is requested to follow the minimum stipulations as provided in these drawings. All the structures shall be got painted by licensee at his own cost with ISI paints of reputed brand and render glossy finish to these structures. It may be mentioned



that in case of non-granting of approval by UPMRC, licensee shall submit fresh proposal along with drawings for approval by UPMRC.

- 3.6.3 However, if the licensee wants to install additional advertisement area beyond original minimum area, he may be permitted to do so after submission of drawings and approval by UPMRC.
- 3.6.4 At any given period, license fee shall be charged for a minimum advertisement area or actual advertisement area, whichever is higher.
- 3.6.5 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 .
- 3.6.4 In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area at any station is more than 25 sqm. If such additional area is taken up by the licensee for the currency of the contract, than it shall be charged from 76th 64st—day from the date of handing over of additional area considering 75 60 days fit out period. In case additional area is taken up for short duration, it shall be charged from the date of handing over of additional area. Additional area shall be charged on pro-rata basis irrespective of the fact that it is utilized or not.
- 3.6.5 If the Licensee is desirous of surrendering advertisement area at any station, the licensee shall submit the plan for withdrawal of advertisement area for each station. Such plans of surrendering advertisement area at any station shall be submitted at a frequency not more than once in a quarter and in one lot of minimum variation of 25 sqm of display area at each station per quarter. The License fees for the reduced approved area shall be charged from the actual date of removal of such advertisement structure, after certification from Station Manager or his authorized representative.
- 3.6.6 The Licensee shall submit details along with contact Nos. of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of advertisement spaces including measurement of area, failing which inspection done by UPMRC official(s) shall be final and binding to the Licensee. If during inspection, the area of advertisement space for any category at any station is found to be at unapproved location or more than the approved area for that category at the Station, it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the concerned Station Manager or his authorized representative is submitted to UPMRC or the unauthorized space is not approved from the UPMRC, whichever is later.
- 3.6.7 Licensee shall submit the monthly statement to PB wing of approved area as well as actual area utilized for advertisement at each station for each category, after due certification from Station Manager or his authorized representative.
- 3.7 Operation & Maintenance of Licensed spaces:**
- a) Licensee confirms that they fully understand and confirm that the panels/ advertisements spaces shall, at all-time belong to UPMRC, and no interest in the same shall be created by the licensee. The Licensee also agree not to sub-license, lease, sub-lease or part with, partially or fully in any form the panels/advertisement spaces.
- b) Licensee agrees to keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/ UPMRC, to ensure safety of UPMRC commuters. Licensee will also do the maintenance of all advertisement panels so fabricated and installed and shall be solely responsible for ensuring stability/safety of the structure and shall keep UPMRC indemnified against any untoward incident/accident due to these panels/structures. Licensee shall also keep all the piers and other civil infrastructure covered under this



CHAPTER-5: TERMS AND CONDITIONS

Annexure-J

- 5.1 License Fee for each year shall be higher of
- a. Revenue Share computed at the rate mentioned below
 - b. Minimum Annual Guarantee (MAG) for the year

Note:

- i. Revenue Share % shall be applicable for the entire tenure of Contract.
- ii. There will be 20% increase in MAG after every 3 years, and so on.
- iii. Payment of License Fee shall be as follows:
 - a. Minimum Guarantee License fee shall be paid on quarterly basis in equal proportions.
 - b. At the end of each year, Revenue Share shall be compared with the MAG for that year. This comparison shall happen within 2 months of the end of the year.
 - c. In case the Revenue Share is more than the MAG for that year, the differential shall be paid to UPMRC, within 1 month of such computation.
 - d. Quarterly revenue statement shall be provided by the Concessionaire to UPMRC within 1 month of the end of the Quarter.
 - e. Audited Annual Revenue Statement shall be provided by the Concessionaire to UPMRC within 2 months of the end of the Year.
 - f. Taxes, if any, shall be payable over and above the License Fee
 - g. License Fee payment shall be subject to Tax Deduction at source at applicable rates.
- iv. There shall be pro-rate 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 date of commencement date of License Fee i.e. 76th 61st day of handover of the advertising spaces or ROD, whichever is later. 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 date of commencement of agreement.
- 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

