



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/ KNPPD-01/2021-22

Date:14.12.2021

ADDENDUM-03

Tender ID	2021_UPMRC_94437_1
Tender Ref No	KNPPD-01

Tender Title/Name of work: Tender KNPPD-01: RFP for developing, setting up, operating and maintaining commercial spaces through licensing at various metro stations of Priority Corridor of Uttar Pradesh Metro Rail Corporation at Kanpur.

Addendum-03 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/e procure/app>) for information.


 14/12/21
(Indrajeet Verma)
 CE/Contract

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

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Tender KNPPD-01 : Reply to Pre-Bid Queries

Tender KNPPD-01: RFP for developing, setting up, operating and maintaining commercial spaces at various metro stations of Priority Corridor of Uttar Pradesh Metro Rail Corporation at Kanpur.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
1	Clause 38.3 of Chapter-V, Page 33 & and Clause 7.10(a) of Article-7, Page-150	The provision of gas bank as per the nature and requirement of license may be considered by UPMRC subject to operational feasibility and availabilities of space and as defined by LMRC for gas bank.	We require gas for functioning of ovens, kindly let us know the provision of space by UPMRCL for Gas Bank at the proposed locations.	As per tender conditions.
2	Clause 13.13 of Annexure-12(G), Page-111	The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by UPMRC.	Our requirement is 30 - 35 KW load for ground floor locations along with 3.5 core x 50 sq.mm Aluminium wire till firm's premises. UPMRC need to provide the requisite load.	As per tender conditions.
3	Clause 7.7(g) of Article-7, Page-150	Parking: The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.	As we are in the delivery business, kindly tell us the availability of parking spaces, free reserves for 12-15 bikes that will be made available to JFL at each QSR locations on G.F.	As per tender conditions.
4	-	-	Apart from firm's front signage, we would be requiring a Pole signage / Bus stop signage at front of the premises.	Any branding/marketing/directional signages support which does not conflict with the exclusive advertising rights awarded by UPMRC to advertising agency would be considered on case to case basis.
5	Clause 2 of Annexure-12, Page-98 of Tender	The power supply connection released for commercial activity shall be from the available UPMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set may be permitted subject to availability of space and at mutually agreed rates for the spaces utilized.	Please confirm the space for the installation of D.G set.	As per tender conditions.
6	Clause 7.10(a) of Article-7, Page-150	If any area in addition to the "space" being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air- conditioning plants, water storage, Antenna etc and other related equipment, UPMRC may provide such space, subject to availability and technical feasibility. For additional space on the same level as the main licensed space, the rate shall be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee shall be taken.	Kindly let us know the space provided by UPMRC for AC outdoor units / Fresh air outdoor units/ Exhaust outdoor units, at each location. We will require 6 to 8 AC outdoor units. Also please specify the routing and ducting provisions provided by UPMRC at each G.F location.	As per tender conditions. Routing & ducting shall be made by Licensee itself as per plan submitted by licensee and approved by UPMRC.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
7	Clause 13 of Chapter-V, Page-25 and Clause 7.7(e) of Article-7, Page-149	<p>Clause 13: Infrastructure facilities such as electricity, water and sewage disposal will be provided, subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of UPMRC and after payment of due charges. The prospective bidders agrees voluntarily and unequivocally not to seek any claim, charges, compensation or any other consideration, whatsoever on account of non-availability/provision of these facilities.</p> <p>Clause 7.7(e): Water & Drainage: The Water/ drainage for licensed space shall provide depend upon technical feasibility and availability. UPMRC Water charges as on date, if provided, shall be charged Rs. 1,200/- per month for spaces of carpet area up to 100 sqm and Rs. 2,000/- per month for spaces having carpet area above 100 sqm along with Service tax (if applicable at any instance of time). Water charge is to be escalated at the rate of 5% after one year on compounding basis.</p>	Kindly clarify whether UPMRCL will provide sewerage provision at each ground floor locations. UPMRCL need to provide drainage provision at each ground floor locations which is mandatory for running any restaurant.	As per tender conditions.
8	Clause 4.3(h) of Article 4 page no.138.	Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by UPMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations.	Need card base entry for all employees to access the toilet of that particular station. Facing lots of issues at existing stores especially female employees.	Please refer addendum no.3
9	Clause 13 of Chapter-V, Page-25 and Clause 7.7(e) of Article-7, Page-149	<p>Clause 13: Infrastructure facilities such as electricity, water and sewage disposal will be provided, subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of UPMRC and after payment of due charges. The prospective bidders agrees voluntarily and unequivocally not to seek any claim, charges, compensation or any other consideration, whatsoever on account of non-availability/provision of these facilities.</p> <p>Clause 7.7(e): Water & Drainage: The Water/ drainage for licensed space shall provide depend upon technical feasibility and availability. UPMRC Water charges as on date, if provided, shall be charged Rs. 1,200/- per month for spaces of carpet area up to 100 sqm and Rs. 2,000/- per month for spaces having carpet area above 100 sqm along with Service tax (if applicable at any instance of time). Water charge is to be escalated at the rate of 5% after one year on compounding basis.</p>	Need water supply 24X7 with the connection till said premises.	As per tender conditions.
10			Any front hindrance which is effecting the visibility and access need to be cleared before opening of the store, also front stairs provision need to be there for the access of customers till said premises	Requisite action shall be taken by UPMRC on request of the Licensee and as per site conditions.
11	Clause 18. (S.No.-4), Page 35	Submission of Drawing, Plan etc. for the licensed space by Licensee to UPMRC: - Within fifteen (15) days of handing over Licensed Space(s).	Rent free fit out period starting date should be linked with drawing approval date by UPMRC	As per tender conditions.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
12	-	-	Are we allowed to operate 24 hrs at each ground floor location.	Outlets located outside entry/exit of stations can be operated 24 hours subject to permission from the local authority.
13	Clause 3, Page 24 and Clause 35.3.2, Page 30 of Chapter V	Clause 3: Commercial spaces indicated in Annexure-1 are offered on 'as is where is basis'. All necessary modification shall be carried out by the licensee at its own cost after taking valid permission from UPMRC. If there is any damage to any asset/ structure of UPMRC, their cost shall be borne by licensee. Clause 35.3.2 : The Location(s) will be handed over to the Concessionaire on "as is where is" basis and UPMRC shall not be responsible for its renovation, maintenance and up-keep from the actual date of handing over	Front Shutter need to be provided by UPMRCL at each Ground Floor location.	As per tender conditions.
14			Open shaft (if any) inside the premises need to be covered by UPMRCL.	As per tender conditions.
15	-	-	Need approval for making the front entrance and fire exit door both as per the Layout with an access of staircase.	The Licensee shall submit drawing/plan for the proposed outlet for approval of UPMRC.
16			Three numbers of earthing required till said premises.	Earthing shall be permitted subject to availability of space & site conditions. The cost of such arrangement shall be borne by the Licensee.
17	-	-	Fire connection Tap-Off required near to the said premises.	Fire connection tap-off shall be provided from the nearest fire hydrant of UPMRC.
18	LIST OF USAGES BANNED/ NEGATIVE LIST, page 192	6. Advertisement at any location and in any format.	Banned activities - Annex 2, point no. 6, page 192. Regarding any type of advertisement in any format. Are we allowed to advertise our business?	Please refer addendum no.3
19	Clause 1 of Annexure-12, Page 98.	Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of UPMRC at station; availing power supply from outside agencies in UPMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.	Do we need to reach out to local DISCOM for anything or it will be dealt by UPMRC?	As per tender conditions.
20	Annexure-12, Page- 98 to 118	Rules and Guidelines for Release of Electric Power	Please summarize overall formalities of electricity connection?	As per tender conditions.
21	Clause 2 of Annexure-12 Page-98	The power supply connection released for commercial activity shall be from the available UPMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set may be permitted subject to availability of space and at mutually agreed rates for the spaces utilized.	Power back up, Available or not? If chargeable then how much?	As per tender conditions.
22			Can we use the outside space for standee or express counter or branding / promotions?	Branding of shop/ their products shall be allowed in front of allotted space in limited manner as approved by UPMRC.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
23	Annexure 7A: DOCUMENTARY PROOF FOR OUTLETS LOCATION, Page 90	Note:-1) Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.	Annexure 7A - Document proof of outlet location. Client certificate may not be possible. We will be able to product GST certificate in the name of the company. We request you to make an amendment here.	Please refer addendum no.3
24	Sl. no. 16 of Annexure- A (Check List), Page 76	Copy of the complete Tender Document (KNPPD-01) including Draft License Agreement and Addendum/ Corrigendum duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.	Annexure A - Documents to be uploaded. Scanned copy of 235 page long tender document will be too heavy to upload. All other documents can be uploaded. Please see if some amendment can be made here.	Please refer addendum no.3
25			Annex A point 15 - We are operating from last two financial years only. I. E. 2019-20, 20-21 and ongoing 21-22. We meet outlet criteria and turnover criteria both. Are we allowed for the tendering process?	As per tender conditions.
26			For concourse level, either the rent is free for 3 months or at 50% discount for 3 months or both after one another. As described in 12 (c), page no. 10	As per tender conditions.
27	Clause 13 of Chapter V, Page 25 & Clause 7.7 (e) Article 7 page no. 149	Clause 13: Infrastructure facilities such as electricity, water and sewage disposal will be provided, subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of UPMRC and after payment of due charges. The prospective bidders agrees voluntarily and unequivocally not to seek any claim, charges, compensation or any other consideration, whatsoever on account of non-availability/provision of these facilities. Clause 7.7(e): Water & Drainage: The Water/ drainage for licensed space shall provide depend upon technical feasibility and availability. UPMRC Water charges as on date, if provided, shall be charged Rs. 1,200/- per month for spaces of carpet area up to 100 sqm and Rs. 2,000/- per month for spaces having carpet area above 100 sqm along with Service tax (if applicable at any instance of time). Water charge is to be escalated at the rate of 5% after one year on compounding basis.	Water supply and drainage system protocol / procedure. Page no. 25 point no. 13. And it's cost?	As per tender conditions.
28	Clause 9, Page No.8	In exceptional case, UPMRC at its sole discretion may permit change of company/ brand proposed by the franchise subject to all prescribed requirements of this tender being met satisfactorily by the bidder and the new company/ brand should be atleast similar or better. Any such requirement for change in company/ brand by the franchisee must be supported by valid grounds for making such a request.	18 months lock-in, can we change or add other brand franchise/ outlet if the current outlet is not making any profits within the lockin period?	As per tender conditions.
29	Clause 37 of Chapter III, Page 16 & Clause 24 of Chapter V	Clause 37: "License Period/Concession Term" means the period beginning from the Commencement of License Fee and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement. Clause 24: Lock in period shall be Eighteen months (18 months) from date of start of License Period.	Whether the rent free or discounted rent period will be counted in the 18th month lock-in period?	As per tender conditions.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
30			In case any lockdown or something of similar capacity that may affect the operations of the outlet, will we get any type of Fee Waiver / discount on license fee?	As per tender conditions.
31	Clause 4.2 (a) of Article-4, Page 137	4.2 (a) Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of UPMRC. If the major repairs or maintenance required to be carried out by UPMRC are not carried out within reasonable time, the licensee shall have the right to get the needful done with prior written consent of UPMRC and deduct the cost thereof from the amount payable to UPMRC.	What are day-2-day minor repairs & maintenance cost? How much cost? Page no. 137, point 4.2	As per tender conditions. Repairs & maintenance pertaining to Outlet/Shop shall be borne by licensee.
32	Annexure 13 page no. 119	Material specifications for refurbishment of built-up shop/bare spaces For Elevated/Underground Stations: <ul style="list-style-type: none"> • All materials should be non-combustible and fire retardant (Class-1). • All natural stones, ceramic and vitrified tiles, metalwork [Aluminum composite panels (ACP) in elevated stations only], toughened glass, calcium silicate board permissible. • Wood, plastics, resins, synthetic and natural fibres, cloth and their products are not permissible. • Fibre cement board (standard, Type-B and heavy duty, Type-A) as per IS: 14862:2000 may be permitted in elevated and underground stations respectively. • For partitions solid wall panels (50mm and 75mm) with fire rating of 90 min. and 120 min. allowed. All materials used by vendor/concessionaire should be duly approved by UPMRC. Interior Surface Finishes: a. Underground Stations Surface finishes materials shall be capable of being subjected to temperature up to 500 C (932 F) for 1 hour and shall not support combustion under the same condition. b. Elevated Stations All surface interior finishes should be having certification of class 1 flame spread rate as classified in IS: 12777:1989.	Is wood counter and other wood/plastic related materials allowed inside the store as part of interior work? Annexure 13 page no. 119	As per tender conditions.
33	Clause 29.3, Page 27	Along with License Fee, Licensee shall also pay other dues like Goods & Services Tax (GST), statutory dues/liabilities, electricity charges, damage/penal charges, pending arrears, etc. as applicable time to time.	Statutory dues/ liabilities, damage / penal charges, pending arrears, how much does it cost, and at what frequency? Page no. 27 point no. 29.3	As per tender conditions.
34	Clause no. 4 of Chapter VI, Page 34	Fixed cost of Rs. 10,000/- (plus applicable GST, if any) (per location) shall be charged by UPMRC for providing electric power connection from source point. Party shall extend power supply from this point at their own cost.	Source point to which point electricity supply will be provided for INR 10,000? Point no. 3.18 Page no 113.	As per tender conditions. Kindly refer clause no. 4 of Chapter VI of tender document.
35			Which Uniform & ID to wear by the staff? provided by the UPMRC or BRAND OUTLET as there are penalties on not wearing it. Point no. 4.3 M (7), page no. 139	Licensee staff shall wear uniform and Identity card issued by the licensee.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
36	Clause 9 of Annexure-12, Page 99 & clause 7.7 (e) of Article 7, Page 149.	<p>9) TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where UPMRC is sourcing power.</p> <p>Clause 7.7(e): Water & Drainage: The Water/ drainage for licensed space shall provide depend upon technical feasibility and availability. UPMRC Water charges as on date, if provided, shall be charged Rs. 1,200/- per month for spaces of carpet area up to 100 sqm and Rs. 2,000/- per month for spaces having carpet area above 100 sqm along with Service tax (if applicable at any instance of time). Water charge is to be escalated at the rate of 5% after one year on compounding basis.</p>	What is included in Utility charges and how much are the charges? Point no.5.1.2 Page 141	As per tender conditions.
37	Clause 35.3.3, Page No. 30	The Concessionaire is required to maintain the F&B/Retail Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/Consumers at the Metro Stations, at all the Concession Term. The range of products must be comparable both in terms of quality and price as per Good Industry Practices. Concessionaire should provide adequate number of brands as may be decided by UPMRC.	Can we run multiple stores/ brands with proper branding at one location? General query	Please refer addendum no.3
38	Clause 7.5 (a) & (b), Page 148	<p>7.5 The licensees shall be entitled to sub-license the license space/ spaces during the subsistence of the license period with prior written approval of UPMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.</p> <p>(a) The licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the licensed spaces/ spaces based on terms and condition of license agreement between UPMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the license agreement, including on sooner determination of the license period for any reason whatsoever of termination of the sub-licensee's rights. The licensee/ sub-licensee shall not have any claim or seek any compensation from UPMRC for such termination.</p> <p>(b) The licensee shall obtain the prior approval of UPMRC for a format of standard sub- license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of UPMRC before entering into an agreement with the sub-licensee. UPMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.</p>	Sublicensing is allowed or not? Page no. 148, 7.5	As per tender conditions.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
39	Clause no.7.7 (f) & Clause 7.9 , Page 150	<p>7.7 (f) Telephone: UPMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost. UPMRC reserves the right not to give such permission.</p> <p>7.9 CCTV surveillance inside space(s) As per the prevailed guidelines of Government/ UP Police, the licensee shall install Closed Circuit Tele Vision (CCTV) for coverage of entire areas inside the licensed premises. Special care shall be taken for the surveillance of the customers who access the licensed premises. Footage of at least last seven days shall be produced for security purposes and same shall be available if authorized officials of UPMRC/ UP Police inquire for it.</p>	Can we install our own WiFi & CCTV setup for our setup. Is there any problem with their wirings?	As per tender conditions.
40	Clause 7.5 (a) & (b), Page 148	<p>7.5 The licensees shall be entitled to sub-license the license space/ spaces during the subsistence of the license period with prior written approval of UPMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.</p> <p>(a) The licensee shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the licensed spaces/ spaces based on terms and condition of license agreement between UPMRC and Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the license agreement, including on sooner determination of the license period for any reason whatsoever of termination of the sub-licensee's rights. The licensee/ sub-licensee shall not have any claim or seek any compensation from UPMRC for such termination.</p> <p>(b) The licensee shall obtain the prior approval of UPMRC for a format of standard sub- license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Licensee shall again obtain prior approval of UPMRC before entering into an agreement with the sub-licensee. UPMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.</p>	Kindly clarify whether sub-licensing is allowed or not	As per tender conditions.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
41	Part of Clause 9. "Minimum Eligibility Criteria", Page-9	<p>9.2 (i) Any bidder who is a Dealer or Retailer of reputed brand/company will also be eligible subject to fulfilling following conditions-</p> <p>a. The proposed outlet should deliver an attractive in-store experience to customers at a level associated with reputed brands. The exclusive features of such non brand stores include proper lighting, appealing colourful schemes, fixtures, relevant décor and displays, superior signages, workplace dress code, cleanliness, hygiene etc.</p> <p>b. The proposed outlet should have various tangible and intangible attributes in order to create/ develop awareness, identity and reputation of product/ quality of service/ organization. The outlet must include strategic initiatives on outlet design/ product innovation so as to have a powerful influence on sensory appeal (e.g., how products tastes, outlet aesthetic etc.) and on the remembered satisfactions of the experience so as to drive repeat visits and attract new customers.</p> <p>(ii) Dealer or Retailer of reputed brands must submit:-</p> <p>a. Details of proposed outlets supported by architectural drawings/ models etc.</p> <p>b. Dealership/ Retailer certificate of brand/company.</p> <p>(iii) The proposal for non-branded outlet, not meeting the requirements of note (i)& (ii) above or not supported by adequate details, is liable to be rejected.</p>	You are requested to exempt the company from clause no. 9.2-point 1(a) & 1(b), point 2(a) & 2(b) and point no. 3 from being the part of technical capacity of the evaluating the tender.	As per tender conditions.
42	Clause 23 of Chapter-V, Page 26 & Clause 3.10 of Article:3, Page 132	The license may be extended for the two time period of 'Three years' on successful completion, to the complete satisfaction of UPMRC, of initial 09 (Nine) years on mutually agreeable terms and conditions.	You are requested to extend the term of 9 years by two times period of three years deeds in accordance to escalation clause laid in the tender document instead of mutually agreeable rates, terms & conditions. Further, after expiry of the complete term, kindly provide the first right of refusal to the successful bidder.	Please refer addendum no. 3
43	Clause 7.10(a) of Article-7, Page-150	If any area in addition to the "space" being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air- conditioning plants, water storage, Antenna etc and other related equipment, UPMRC may provide such space, subject to availability and technical feasibility. For additional space on the same level as the main licensed space, the rate shall be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee shall be taken.	You are requested to change @50% of rent for additional space if required by licensee for installing any utility/equipment in any area apart from the licensed space.	As per tender conditions.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
44	35.2 Capital Expenditure Plan, Page-30	<p>The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by UPMRC whose expenditure will be borne by the successful bidder.</p> <p>The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per squaremetrof floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2.</p>	Kindly exempt submission of Capital expenditure plan, if the successful bidder/tenant collectively investing more than Rs.20,000/- per sq.m. on the licensed space.	Please refer addendum no. 3
45	Clause 35.3.3 , Page No. 30	The Concessionaire is required to maintain the F&B/Retail Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/Consumers at the Metro Stations, at all the Concession Term. The range of products must be comparable both in terms of quality and price as per Good Industry Practices. Concessionaire should provide adequate number of brands as may be decided by UPMRC.	You are requested to give flexibility in the number of outlets that the concessionaire might operationalized in the licensed space. Kindly modify clause no. 35.3.3.	Please refer addendum no.3
46	Clause 36 of Chapter V, Page 32	The Concessionaire shall abide by such rules and regulations as may be determined by UPMRC from time to time regarding provision of EPOS and its interface with UPMRC's host system and the licensee's EPOS terminals.	Kindly give reaxation to the company under clause 36 regarding EPOS as afew brands might not share the EPOS as desired by UPMRC.	Please refer Addendum no.3
47	Clause 18. (S.No.-6), Page 36	<p>Commencement of License Fee: For Spaces in category A3</p> <p>i. After 120 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier</p>	You are requested to increase the moratorium period of spaces under category no. A3 to atleast 6 months from the date of approval of drawing by UPMRC	Please refer Addendum no.3
48	Clause 18. (S.No.-4), Page 35 & Clause 9, Page no. 9	<p>Submission of Drawing, Plan etc. for the licensed space by Licensee to UPMRC: - Within fifteen (15) days of handing over Licensed Space(s).</p> <p>&</p> <p>9.2 (ii) Dealer or Retailer of reputed brands must submit:-</p> <p>a. Details of proposed outlets supported by architectural drawings/ models etc.</p> <p>b. Dealership/ Retailer certificate of brand/company.</p>	The company shall sublicense the spaces as whole or in parts and the design shall be submitted in accordance to clause 18(4) on page 35 of the tender thus these design, franchise requirements should be exempted from being part of minimum eligibility criteria for submission of the tender. Kindly accept the same.	As per tender conditions. However, The minimum eligibility criteria is to be met by the bidder.

S. NO.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
49	Clause 18. (S.No.-6), Page 36	<p>Commencement of License Fee: For Spaces in category A3 i. After 120 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier</p>	Moratorium period should be increased to 6 months for big chunks, as we have to go further to big brands for Sub-leasing out the space.	Please refer addendum no.3
50	Clause 18. (S.No.-6), Page 36	<p>Commencement of License Fee: For Spaces in category A1 & A2 i. After 90 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier For Spaces in category A3 i. After 120 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier</p>	Fit-out period shall start only after submission and acceptance	As per tender conditions.
51	Annexure-9A, Page 93	<p>Annexure- 9A <u>List of permissible businesses under categories of "Food & Beverages" (F&B), "Retail" and "Services" to set up outlets at Kanpur Metro Stations:</u></p>	As we are a management/operator company, we do not know to whom the said space will be leased. Then what to write in the usage part of the tender out of F&B, Retail and Services.	Please refer addendum no.3
52	Annexure 7A: DOCUMENTARY PROOF FOR OUTLETS LOCATION, Page 90	<p>Note:-1) Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.</p>	As a part of the experience certificate required in the tender eligibility, we suggest you take our registered agreement copy of the existing businesses.	Please refer addendum no.3

Tender KNPPD-01 : Summary Sheet of ADDENDUM No.3

Tender KNPPD-01: RFP for developing, setting up, operating and maintaining commercial spaces at various metro stations of Priority Corridor of Uttar Pradesh Metro Rail Corporation at Kanpur.

S. NO.	Existing Clause No./ Page No. of Tender Document	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure of Addendum -3/Pg. No.
1	Clause 4.3(h) of Article 4 page no.138 & 139.	Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by UPMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations.	Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by UPMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. <u>Also, two numbers 'Authorisation Pass' shall be issued to licensee for each outlet to permit entry/exit of licensee Staff/customers in Paid area for use of washroom.</u>	Refer annexure-1, Page 139R
2	Annexure-9B LIST OF USAGES BANNED/ NEGATIVE LIST, page 94 & Annexure-II LIST OF USAGES BANNED/ NEGATIVE LIST, page 192	6. Advertisement at any location and in any format.	6. Advertisement at any location and in any format <u>except branding of their shops/ products in front of allotted space in limited manner as approved by UPMRC.</u>	Refer annexure-2, Page 94R & 192R
3	Annexure 7(A): DOCUMENTARY PROOF FOR OUTLETS LOCATION, Page 90	Note:- 1) Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.	Note: -1) Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated. <u>Any documentary evidence as proof of outlet location should be submitted. The offers submitted without this documentary proof shall not be evaluated.</u>	Refer annexure-3, Page 90R
4	Sl. no. 16 of Annexure- A (Check List), Page 76	Copy of the complete Tender Document (KNPPD-01) including Draft License Agreement and Addendum/ Corrigendum duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein.	"DELETED"	Refer annexure-4, Page 76R
5	35.3 Scope of the Concession / 35.3.3 , Page No. 30	The Concessionaire is required to maintain the F&B/Retail Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/Consumers at the Metro Stations, at all the Concession Term. The range of products must be comparable both in terms of quality and price as per Good Industry Practices. Concessionaire should provide adequate number of brands as may be decided by UPMRC.	The Concessionaire is required to maintain the F&B/Retail Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/Consumers at the Metro Stations, at all the Concession Term. The range of products must be comparable both in terms of quality and price as per Good Industry Practices. Concessionaire should provide adequate number of brands as may be decided by UPMRC. <u>as approved by UPMRC. Multiple stores/ brands may be permitted with proper branding at one location as per approval of UPMRC on case to case basis.</u>	Refer annexure-5, Page 30R
6	Clause 23 of Chapter-V, Page 26 & Clause 3.10 of Article:3, Page 132	The license may be extended for the two time period of 'Three years' on successful completion, to the complete satisfaction of UPMRC, of initial 09 (Nine) years on mutually agreeable terms and conditions.	The license may be extended for the two time period of 'Three years' on successful completion, to the complete satisfaction of UPMRC, of initial 09 (Nine) years on mutually agreeable rates, terms & conditions <u>escalated rates governed by clause 3.26 (C) of Article: 3 and other terms and conditions of agreement. Further extension of the license beyond 15 (9+3+3) years shall be on sole discretion of UPMRC.</u>	Refer annexure-6, Page 26R and 132R

S. NO.	Existing Clause No./ Page No. of Tender Document	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure of Addendum -3/Pg. No.
7	35.2 Capital Expenditure Plan, Page-30	<p>The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by UPMRC whose expenditure will be borne by the successful bidder.</p> <p>The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per squaremtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2.</p>	<p>The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by UPMRC whose expenditure will be borne by the successful bidder.</p> <p>The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per square mtr of floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2.</p>	Refer annexure-5, Page 30R
8	Clause 36 of Chapter V, Page 32	The Concessionaire shall abide by such rules and regulations as may be determined by UPMRC from time to time regarding provision of EPOS and its interface with UPMRC's host system and the licensee's EPOS terminals.	"DELETED"	Refer annexure-7, Page 32R
9	18. Timeline for Key activities for all shops, Page 36 & 135	<p>Commencement of License Fee: For Spaces in category A3 i. After 120 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier</p>	<p>Commencement of License Fee: For Spaces in category A3 i. After 120 180 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier</p>	Refer annexure-8, Page 36R & Page 135R
10	Annexure-9A,Page 93	<p><u>Annexure- 9A</u> List of permissible businesses under categories of "Food & Beverages" (F&B), "Retail" and "Services" to set up outlets at Kanpur Metro Stations:</p>	<p><u>Annexure- 9A</u> List of permissible businesses under categories of "Food & Beverages" (F&B), "Retail", Master Concessionaire and "Services" to set up outlets at Kanpur Metro Stations:</p>	Refer annexure-9, Page 93R

shall be issued by UPMRC but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. **Also, two numbers 'Authorisation Pass' shall be issued to licensee for each outlet to permit entry/exit of licensee Staff/customers in Paid area for use of washroom.**

(i) The Licensee shall ensure safety and security of licensed space. UPMRC shall not take any responsibility.

(j) Joint inspection of space shall be conducted by UPMRC officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by UPMRC shall be rectified/ complied by the Licensee within a period of 7 days, failing which UPMRC reserves the right to impose fine up to Rs. 5,000/- per instance of irregularity per week per space. Deliberate or willful non-compliance of UPMRC written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default that shall entitle UPMRC to encash Security Deposit/ Performance Guarantee and or terminate the License Agreement after giving 30 day's notice to the Licensee. Such termination of the License Agreement and forfeiture of the interest free Security Deposit/ Performance Guarantee by UPMRC after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

(k) The overall control and supervision of the premises shall remain vested with UPMRC who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement. UPMRC so reserves the right to enter the licensed premises to repair and replace the fixtures provided by UPMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by UPMRC shall be done by Licensee.

(l) **Encroachment:** The Licensee shall strictly not encroach upon common areas/circulating areas or any other space, and restrict his operation to within the area licensed. In case, the licensee encroaches upon the common area, circulating area or any other space then a fine/compensation @ Rs.1,000/- on the first occasion, Rs. 2,000/- on the second occasion and Rs. 3,000/- after second occasion shall be imposed by UPMRC. Thereafter UPMRC reserves the right to revoke the license for breach of contract.

(m) Further, UPMRC can impose the fine on licensee up to Rs. 5,000/- per offence per week per space on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance on duty.
iii.	Improper maintenance & defacement of the Metro Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of UPMRC.
v.	Misbehavior with staff and commuters of UPMRC.

Annexure-9B

LIST OF USAGES BANNED/ NEGATIVE LIST

1. Any product/ Service the sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products
5. Gas/Coal based cooking is strictly prohibited. Gas Bank or piped gas connection may be permitted subject to approval of UPMRC after fulfilment of various norms.
6. Advertisement at any location and in any format **except branding of their shops/ products in front of allotted space in limited matter as approved by UPMRC.**
7. Only electrical/induction cooking of food can be permitted in underground Station.
8. ATMs
9. Selling of Packaged liquor/Alcoholic beverages will not be allowed for any of the spaces
10. Any sort of discotheque /loud music will not be allowed.

Annexure-II

LIST OF USAGES BANNED/ NEGATIVE LIST

1. Any product/ Service the sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products
5. Gas/Coal based cooking is strictly prohibited. Gas Bank or piped gas connection may be permitted subject to approval of UPMRC after fulfilment of various norms.
6. Advertisement at any location and in any format **except branding of their shops/ products in front of allotted space in limited manner as approved by UPMRC.**
7. Only electrical/induction cooking of food can be permitted in underground Station.
8. ATMs
9. Selling of Packaged liquor/Alcoholic beverages will not be allowed for any of the spaces
10. Any sort of discotheque /loud music will not be allowed.

Annexure-7(A)

DOCUMENTARY PROOF FOR OUTLETS LOCATION

S. No.	Location	Size in Sq ft.	Date of Commencement and present status of business	Details of relevant documents in support of Outlets
1.				
2.				
3.				

Note:- 1) ~~Documentary proof such as certificates from client clearly indicating the nature/scope of work, should be submitted. The offers submitted without this documentary proof shall not be evaluated.~~ **Any documentary evidence as proof of outlet location should be submitted. The offers submitted without this documentary proof shall not be evaluated.**

2) Kindly also refer Note (3) of Annexure-7.

Authorised Signatory & Seal

Annexure- A (Check List)

Checklist of documents to be uploaded:

1	Copy of Pan Card	:	Self-attested copies of the PAN Card and Goods & Services Tax (GST) Registration Certificate.
2	Copy of GST Certificate	:	
3	Bid Security	:	Containing full Bid security Amount (for one/two/multiple spaces across three categories (A1,A2 & A3) as the case may be of required amount as mentioned against each space offered as per clause 7 of NIT).
4	Annexure -2	:	Verification statement (On Company's Letter Head)
5	Annexure -3	:	Letter comprising of proposal (On Company's Letter Head)
6	Annexure -4	:	Details of Bidder (On Company's Letter Head)
7	Annexure-5	:	Power of Attorney for signing of application. <i>(It should be on non-judicial stamp paper of Rs.100/- duly notarized [Board of Resolution passed for this purpose only in case of company].</i>
8	Annexure-6	:	Unconditional acceptance to RFP Conditions. (On Company's Letter Head)
9	Annexure-7	:	Technical Bid Form (On Company's Letter Head)
10	Annexure-7A	:	Documentary proof for outlet's location(On Company's Letter Head)
11	Annexure-7B	:	Certificate from Chartered Accountant of Company's Auditor
12	Annexure-8	:	The bidder shall quote the minimum monthly license fee (INR) in bid form in both words as well as figures as given in Annexure-8.
13	Annexure-11	:	Undertaking for Downloaded tender Document/Addendum.
14	Annexure-11 A	:	Account Detail of Bidder for Refund of Bid Security
15	Signed & Stamped copies of Audited balance sheets of last 3(Three) financial years. i.e., Financial Years (2018-19)/ (2019-20)/ (2020-21)		
16	Copy of the complete Tender Document (KNPPD-01) including Draft License Agreement and Addendum/ Corrigendum duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of terms and conditions set out therein. DELETED		

e) UPMRC shall not permit any major modifications in the F&B/Retail outlets before the actual commencement of F&B/Retail operations by the concessionaire. However, any modification activities, as per the approved drawings, shall be executed by the concessionaire only after actual commencement of their F&B /Retail operations at UPMRC.

35.2 Capital Expenditure Plan

The Concessionaire shall incur capital expenditure in two phases. The first phase shall commence from the Access Date and shall expire at the end of fourth (4 year) anniversary of Rent Commencement Date ("Phase 1"). The second phase ("Phase 2") shall commence from the first day of the fifth (5th) Concession Year and shall end on the expiry of the Concession Term. The proposed capital expenditure shall be furnished by the Applicants. ~~The actual amount of expenditure made by the successful bidder will be verified by an independent chartered Accountant appointed by UPMRC whose expenditure will be borne by the successful bidder.~~

The Applicant should submit a Capital Expenditure Plan stating in detail the capital expenditure proposed to be incurred and utilized, if selected as the Concessionaire, for the build-up, refurbishment and up-gradation of the Location(s) within a metro station during Phase 1 and Phase 2 of the Concession Term. The Capital Expenditure Plan proposed shall be no less than Rs 20000/- (Rupees Twenty Thousand only) per squaremetrof floor area of Location(s), during Phase 1 and no less than Rs 10000/- (Rupees Ten Thousand only) per square metre of floor area of Location(s) during Phase 2.

35.3 Scope of the Concession

35.3.1 The Concessionaire shall use the Location(s) for the sole purpose of developing, operating and maintaining the F&B/Retail Outlet and providing the Services, during the Concession Term and shall ensure that the F&B/Retail Outlets are developed, operated and maintained as per international standards in line with the image envisaged for the UPMRC and in accordance with the Good Industry Practice. The detailed scope and the terms and conditions governing the Concessionaire defined and stipulated in the Concession Agreement.

35.3.2 The Location(s) will be handed over to the Concessionaire on "as is where is" basis and UPMRC shall not be responsible for its renovation, maintenance and up-keep from the actual date of handing over.

35.3.3 The Concessionaire is required to maintain the F&B/Retail Outlets, as set out in his Application, efficiently to meet the demands of Metro Stations Users/Consumers at the Metro Stations, at all the Concession Term. The range of products must be comparable both in terms of quality and price as per Good Industry Practices. Concessionaire should provide adequate number of brands ~~as may be decided by UPMRC.~~ **as approved by UPMRC. Multiple stores/ brands may be permitted with proper branding at one location as per approval of UPMRC on case to case basis.**

DISCOM rates (what would have been paid to local DISCOM had they taken connection from them).

18. Licensee may provide split ACs, if required, at his own cost, conforming to detailed specifications approved by UPMRC.
19. Bids shall be submitted along with Bid Security amount specified in Clause 7 of NIT, for one/two/multiple space(s) across the three categories (A1, A2 & A3) as the case may be.
20. Bid security of selected bidder shall be adjusted against the Interest Free Security Deposit. Bid security of unsuccessful bidders shall be refunded after award of contract, without any interest, thereof within 90 days of the issue of Letter of acceptance to successful Bidder.
21. If a bidder withdraws bid at any stage during finalisation of the case, than UPMRC shall have the right to forfeit his Bid Security amount.
22. **License Period** shall be for a period of Nine (9) years from commencement of license fee for all the shops.
23. The license may be extended for the *two time periods* of 'Three years each at a time' on successful completion, to the complete satisfaction of UPMRC, of initial 9 (Nine) years on ~~mutually agreeable rates, terms & conditions~~ **escalated rates governed by clause 3.26 (C) of Article: 3 and other terms and conditions of agreement. Further extension of the license beyond 15(9+3+3) years shall be on sole discretion of UPMRC.**
24. **Lock in period** shall be **Eighteen months (18 months)** from date of start of License Period.
25. Licensee shall have option to exit from the License Agreement only after lapse of lock in period of **Eighteen months (18 months)**. The Licensee shall have to give six months prior notice to UPMRC for successful completion of **Eighteen months (18 months)** lock in period. In this case, Licensee's Security Deposit/Performance Guarantee shall be refunded after adjusting the dues, if any, payable by Licensee.
26. Additional available space(s), if required by the licensee to install any utility/equipment, can also be provided subject to feasibility and at a License fee suitably worked out by UPMRC based upon the rate of license fee on date of handing over of the additional space(s).
27. If any similar space, as allotted to licensee, at any other metro station of Priority Corridor of Kanpur Metro becomes available/assigned for the category of outlet for which it has bid for, the same may be offered to the licensee of the relevant category subject to the mutual agreement.
28. Successful bidder shall execute license agreement with UPMRC on Rs. One Hundred stamp paper (three stamp papers of Rs. One Hundred each, at their own cost) as per given format of Draft License Agreement, within 30 days of submission of Security Deposit for licensed space(s), bid for.

compensation or any other consideration, whatsoever on account of non-availability/provision of these facilities.

3.6 UPMRC demands Licensee to maintain high level of aesthetics in use of the space allotted. Licensee will have to develop a design of his outlet befitting high standards, to be approved by UPMRC.

3.7 Licensee will have to keep the surroundings of licensed commercial space impeccably neat and clean all the time. Zero tolerance is permitted in this regard by UPMRC. Besides other measures necessary for cleanliness, Licensee shall keep a suitable size of high quality garbage bin of stainless steel or of similar/better material and design, making suitable arrangement for trash disposal at required periodicity.

3.8 Power supply connection released for space(s) shall be based upon the requirement of the license and on payment of the defined charges. However, if additional electrical load is required by the successful bidders, the same may be arranged by UPMRC, if feasible, at the cost of successful bidders. Electricity consumption by the Licensee shall be paid to UPMRC as per invoices raised for the same. UPMRC shall raise invoice for electric consumption on local DISCOM rates (what would have been paid to local DISCOM had they taken connection from them). Licensee may provide split ACs, if required, at his own cost, conforming to detailed specifications approved by UPMRC.

3.9 License Period shall be for a period of Nine (09) years for all shops from commencement of license fee.

3.10 The license may be extended for the *two time periods* of 'Three years each at a time' on successful completion, to the complete satisfaction of UPMRC, of initial 9 (Nine) years on ~~mutually agreeable rates, terms & conditions~~ **escalated rates governed by clause 3.26 (C) of Article: 3 and other terms and conditions of agreement. Further extension of the license beyond 15(9+3+3) years shall be on sole discretion of UPMRC.**

3.11 Lock-in period shall be **Eighteen (18) months** from date of start of License Period.

3.12 Licensee shall have option to exit from the License Agreement only after lapse of lock-in period of Eighteen (18) months. The Licensee shall have to give six months prior notice to UPMRC after successful completion of Eighteen (18) months lock-in period. In this case, Licensee's Security Deposit/Performance Guarantee shall be refunded after adjusting the dues, if any, payable by Licensee.

3.13 Additional available space(s), if required by the licensee to install any utility/ equipment, can also be provided subject to feasibility and at a License fee suitably worked out by UPMRC based upon the rate of license fee on date of handing over of the additional space(s).

3.14 If any similar space, as allotted to licensee, at any other metro station of Priority Corridor of Kanpur Metro network becomes available/assigned for the category of F&B/Retail outlet, the same may be offered to the licensee of the relevant category subject to the mutual agreement.

36. Electronic Point of Sale (EPOS) ~~The Concessionaire shall abide by such rules and regulations as may be determined by UPMRC from time to time regarding provision of EPOS and its interface with UPMRC's host system and the licensee's EPOS terminals.~~

- ~~i. UPMRC may appoint a third party engineer to audit the Licensee's EPOS terminals/interface/infrastructure, from time to time. The Concessionaire shall keep the audit rolls of Concessionaire's EPOS terminals and upon request by UPMRC submit to UPMRC such audit rolls.~~
- ~~ii. The Concessionaire shall permit UPMRC's authorized officers to inspect the EPOS terminals at licensed outlet(s) at any time and obtain the approval of UPMRC for any relocation/installation of the EPOS/any other billing terminals at the licensed outlet(s) and to bear the cost of such relocation.~~
- ~~iii. The Concessionaire shall not share the data available within the EPOS with any third party except as required under any applicable laws.~~
- ~~iv. The Concessionaire further agrees that cost of EPOS and all consumables such as the cost of UPS batteries, printer heads, supplies, stationery and consumables shall be borne by the Concessionaire.~~

36. "Deleted"

37. Compliance with statutory labour provisions:

- a. The Concessionaire shall ensure compliance with provisions of related Labour Laws (Central/State) and especially Minimum Wages Act, Payment of Wages Act, PF Act, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen's Compensation Act, etc. and other statutory labour enactments as applicable from time to time. The Concessionaire shall be wholly and solely responsible and liable to comply with all liabilities arising out of any provisions of Labour laws and other statutory enactments hitherto in force from time to time during the period of this concession and thereafter. The Concessionaire shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any of the provisions of the Labour Laws. The Concessionaire shall indemnify UPMRC and keep UPMRC indemnified against any claims/cost/damages and penalties in respect of breach of any of the provisions of the laws in force. The employees of the Concessionaire shall have no employee and employer relationship with UPMRC and the concessionaire shall alone be liable and responsible for all rights, benefits and entitlements of its employees under any law.
- b. The Concessionaire shall register with respective authorities as are required by the labour and other laws. The Concessionaire shall remit the PF, ESI and such contributions as envisaged by these Acts and copy of all such remittances (esp. PF & ESI) shall be submitted to UPMRC as directed.
- c. It is clearly stated that the above clause has indicated some of the Labour rules and regulations applicable to employment and this list is only indicative and not exhaustive. However, it shall be the sole responsibility and duty of the bidders to get a clear understanding of the applicable laws from independent and reliable legal sources on their own and comply with the requirements. UPMRC shall not be liable for any omissions on the part of Concessionaire in any issue regarding labour laws, regulations and acts.

38. Miscellaneous conditions:

38.1 UPMRC reserves the right for Independent Third Party Audit by the reputed agencies at the cost of licensee and the licensee will remain under

5	Drawing, Plan by UPMRC	Licensee.
6	*Commencement of License Fee	<u>For Spaces in category A1 & A2</u> i. After 90 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier
		<u>For Spaces in category A3</u> i. After 120 180 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier
7	Payment of Advance License Fee for 1st Quarter to UPMRC by Licensee	Before 7 days of Commencement of License fee.
8	License Period (Initial)	9 years from commencement of License Fee

6		i. Date of start of Shop's operation; Whichever is earlier
		<u>For Spaces in category A3</u> i. After 120 180 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier
7	Payment of Advance License Fee for 1st Quarter to UPMRC by Licensee	Before 7 days of Commencement of License fee.
8	License Period (Initial)	9 years from commencement of License Fee

3.30 Along with License Fees, Licensee shall also pay other charges i.e. taxes, statutory dues/ liabilities, electricity and water consumption charges, damage/penal charges, pending arrears, etc. as applicable time to time.

3.31 Licensee shall periodically advise the details of payment deposited with UPMRC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of UPMRC), then others dues/ liabilities like electricity, etc, and lastly License fee shall be accounted for.

3.32 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of licensee having vacated the Licensed Space shall be required to be submitted by the Licensee. Any claim of vacation/ non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.

3.33 The licensee shall vacate licensed space by taking away all his articles and hand over vacant space to respective Station Manager on or before 30 days grace period from date of issue of termination otherwise UPMRC shall take over the possession of the property treating at zero or nil value and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in UPMRC. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future. Demurrage/penal charges at the rate of two times of License Fees prevailing on the date of termination of License Agreement shall be admissible after 30 days from the date of termination of License Agreement.

3.34 UPMRC reserves the right for deduction of UPMRC dues from Licensor's Interest Free Security Deposit/ Performance Guarantee at any stage of agreement i.e. currency / completion/ termination/ surrender, against -

(a) Any amount imposed as a penalty and adjustment for all losses/damages suffered by UPMRC for irregularities committed by the Licensor.

Annexure- 9A

List of permissible businesses under categories of “Food & Beverages”(F&B), “Retail”, “ **Master Concessionaire*** ” and “Services” to set up outlets at Kanpur Metro Stations:

Food & Beverages

1. Food Court
2. Full service Restaurants(FSR)
3. Quick Service Restaurants(QSR)
4. Restaurants
5. Cafes
6. Coffee /Tea Shops
7. Juices/ Shakes Shop
8. Bakery/Sweet Shop
9. Grab & Go
10. Airport Transit Lounges

Retail

1. Apparels shop
2. Footwear shop
3. Accessories shop
4. Hypermarket/Super Market/Groceries/Convenience Shop
5. Beauty & Healthcare shop
6. Travel Goods shop
7. Mobile & Mobile Accessories shop
8. Consumer Durables /IT products shop
9. Jewellery shop
10. Toys & Gift Shops
11. Sports/ Fitness Equipments Shop
12. Automotive Shops
13. Confectionary Shop
14. Book shops

Services

1. Office Space/Business Centre
2. Hotel
3. Nap & Shower
4. Telecom –Facilitation desk
5. Path labs/Health care
6. Coaching Center
7. Tours & Travels
8. Car Rentals/Cab Services
9. Gymnasium
10. Entertainment/Multiplexes
11. Salon/Spa

Or any other business in F&B/Retail/Services not banned through Negative List of the tender (Annexure-9B) or through a statutory law.

*** Usage/Proposed business shall need prior approval of UPMRC.**