

NOTICE INVITING TENDER

1. Introduction:

Uttar Pradesh Metro Rail Corporation Ltd. (UPMRC) is a Special Purpose Vehicle (SPV) set up by the Government of Uttar Pradesh and the Government of India as a joint venture. UPMRC has successfully commenced its services on entire North-South Corridor from CCS Airport to Munshipulia consisting of 21 Nos. Metro Stations with total stretch length of 23 Km from 9th March 2019 in Lucknow. UPMRC has also been entrusted with the responsibility for construction and operation of the Kanpur & Agra Metro Rail Projects.

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites open e-tenders from eligible applicants, who fulfill qualification criteria as stipulated in NIT, for “Licensing of space for advertising media on median grills of N-S Corridor of Uttar Pradesh Metro Rail Network in Lucknow.

UPMRC shall receive e-bids pursuant to this Tender Document, in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by UPMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the site/stations and familiarize themselves with the proposed arrangements and all activities necessary in this regard.

2. Schedule of Bidding Process:

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| i. | Bid No. | LKAR-06 |
| ii. | License Period | 3 Years |
| iii. | Bid/Tender documents on sale | From 29.08.2023 (from 11:00 hrs) to 08.11.2023 (up to 15:00 hrs.) on e-tendering website https://etenders.gov.in/e procure/app (Bid/Tender document can only be obtained online on the website https://etenders.gov.in/e procure/app) |
| iv. | *Cost of bid document (Non Refundable) | Rs. 5900/- (inclusive of 18% GST) Payment of bid/tender document cost is to be made by RTGS/ NEFT / IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below. The tenderers are required to upload scanned copies of transaction of payment of bid document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e LKAR-06, must be entered in the remarks at the time of online transaction of |

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| | | <p>payment, failing which payment may not be considered) at the time of online bid submission.</p> <p>(Copy of GST registration no. to be provided along with cost of bid document/ tender fee)</p> |
| v. | *Bid Security/ EMD | <p>Bidder shall have to deposit Bid Security amount of Rs. 35,500/- for each section as detailed in Annexure-1.</p> <p>The instrument type for payment of bid security shall be Demand Draft/ RTGS/ NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below in subsequent para.</p> <ul style="list-style-type: none"> • The bidders are required to upload scanned copies of transaction of payment of bid security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission (Copy of GST registration no. to be provided along with Bid security). • DD shall be made in favor of ‘Uttar Pradesh Metro Rail Corporation Limited’ payable at Lucknow. In case of DD, the scanned copy of DD shall be uploaded along with tender submission and the original DD shall be submitted in the office of CE/ Contract on or before the date/time of tender submission end date otherwise the bid shall not be evaluated and is liable to be rejected. • Bid Security amount of successful bidder shall be adjusted against the IFSD amount. In case of unsuccessful bidders, the Bid Security shall be refunded within 90 days of issue of LOA to the successful bidder. |
| vi. | Last date of Seeking Clarification | <p>03.10.2023 upto 18:00 Hrs</p> <p>Tenderers to note that seeking clarification on the tender shall be done by sending it on e-tendering portal only.</p> <p>Queries/clarifications from tenderers after due date and time shall not be acknowledged.</p> |
| vii. | Pre-Bid meeting | <p>03.10.2023 @ 15:00 Hrs</p> <p>The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team etc. All prospective bidders who have made online payment</p> |

LKAR-06: Tender for Licensing of space for advertising media on median grills of N-S Corridor of Uttar Pradesh Metro Rail Network in Lucknow.

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| | | towards the cost of tender document shall have to provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting atleast 24 hours before the scheduled time of meeting to the registered official email of employer i.e. cecontract@upmrc.co.in along with scanned copy of transaction of payment of bid document cost / tender fee, including e-receipt (clearly indicating UTR No. and tender reference i.e. LKAR-06 , entered in the remarks at the time of online transaction of payment) so that link having details such as software, meeting ID, password etc. can be mailed to these persons before the scheduled virtual pre- bid meeting. |
| viii. | Date & time of Submission of Tender | Tender submission start date: 30.10.2023 (11:00 hrs). Tender submission end date: 08.11.2023 (15:00 hrs). |
| ix. | Date & time of opening of Bid/Tender | 09.11.2023 @ 15:00 Hrs. |
| x. | Validity of Bid document | 180 days from tender submission end date. |
| xi. | Authority and place for seeking any information, clarifications | Chief Engineer/Contract, Uttar Pradesh Metro Rail Corporation Limited, Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010 https://etenders.gov.in/e procure/app (Email: cecontract@upmrc.co.in) |

** Cost of Tender and Tender Security/EMD shall be submitted by the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation.

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

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|-------------------------|--|
| Bank Account in name of | UTTAR PRADESH METRO RAIL CORPORATION LTD |
| Bank Account No. | 50200009236810 |
| Name of Bank | HDFC Bank Limited |
| IFSC CODE | HDFC0001267 |
| BRANCH | TEKARI CHAMBERS, LUCKNOW, UTTAR PRADESH |

3. ELIGIBILITY CRITERIA

The eligibility criteria pertaining to the agency are furnished below:

Average Annual Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least **Rs. 5 Lakhs**. The Bidder shall submit audited financial year data of last three years (i.e. FY **2019-20, 2020-21 and 2021-22**) certified by Chartered Accountant with stamp & signature along with UDIN.

4. SCOPE OF WORK:

UPMRC hereby agrees to provide (on as is where is basis) advertising spaces on median grills (**As per Annexure-1**) on Elevated Section between the N-S Corridor of Lucknow Metro stations from CCS Airport to Munshipulia for installation of non-lit advertising media for a initial period of 3 years. The license period may be extended for two time period of ‘one year’ each on successful completion of 3 years to the complete satisfaction of UPMRC. **One can bid for any single/ multiple/all sections together offered under this tender as per Annexure-1.** The selected agency shall be responsible for the installation of advertising media on median grills without any cost implication to UPMRC and shall be liable to pay the quoted annual license fee for the “Section” of their choice as per BOQ to UPMRC half-yearly in advance.

List of sections and maximum area offered is detailed in Annexure-1. All Advertising space(s) offered in this tender are on “as is where is basis”. On the awarded section, the selected bidder is expected to carry out all works, as needed for display of advertising media.

4.1 For Advertisement Rights on Median Grills:

Licensee shall ensure that all these advertisement panels conform to UPMRC specifications. The advertisement panels/plate shall be of MS-Flat welded to the grill and bolted. Height of the advertisement media from the ground level shall be generally 2 ft and should not obstruct the vision of advertisement boards on the piers. The maximum dimension of the advertisement media shall be 2 x 1.5 ft. Any change in the specification of advertising media shall be got approved by UPMRC before installation.

4.2 The Licensee shall be responsible for the following activities: -

- a) Preparation of an advertising plan for advertising on medians, must clearly earmark exact locations and type of advertisement planned for each section and other relevant details. UPMRC shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of plan is not approved by UPMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall be approved by UPMRC.
- b) Designing of all advertising units/structures to complement station architecture for advertising sites. **Only advertisement media as permitted by the Road authorities will be allowed. The height of the advertisement media from the ground level shall be generally 2 ft and should not obstruct the vision of advertisement board on the piers. The maximum dimension of the advertisement media shall be 2 x 1.5 ft.** As far as National Highways is

concerned, all the regulations of the NHAI have to be complied with.

c) The advertiser shall provide the advertisement as per their requirement, subsequent to the approval of UPMRC, as stipulated.

d) Operate, manage and maintain the entire advertisement plans.

e) Design of themes depicting Lucknow culture and its natural beauty and Lucknow tourism for display at the advertising sites as per the tender conditions.

f) Promote UPMRC amongst India's top Destination Brands for Advertising.

g) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.

h) Comply with all statutory requirements in connection with License Agreement.

i) Ensure regular and timely payments of all amounts due to UPMRC and discharge all obligations as per License Agreement.

j) All taxes including Municipal Taxes (other than Advertisement share to local bodies/government), GST, duties, levies and all other statutory dues where applicable shall be borne solely by the licensee without any contest.

k) At present, UPMRC is not liable to share its revenue generated from advertisements with local bodies including Lucknow Municipal Corporation, etc. However, if UPMRC becomes liable to share revenue with local bodies from advertisements in future, then UPMRC shall deposit the due share to local bodies out of its own funds. Licensee shall not be liable to part with any additional amount on this account.

l) The licensee shall submit the drawings/plans for the advertisement panel spaces within 15 days of payment of IFSD, to UPMRC for approval so that further action on it can be taken. The license fee shall be applicable after the fitment period in any case.

m) The licensee shall 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 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 median grills covered under this tender free from defacement of any nature including that by sticking of poster and pamphlets and keep the space neat and clean as per the requirements/ directives of UPMRC.

5. Submission and Evaluation of Bids

5.1 Bids are invited from interested and eligible agencies who has to submit the applications along with proof of satisfying the eligibility criteria and Annexure 1-5 of the tender document shall be submitted in the technical cover. Late applications will not be entertained and Applicants shall ensure that applications with proof and financial offer are uploaded in time. UPMRC assumes no responsibility in delay.

5.2 Bids shall be opened online by the tender opening committee of UPMRC on due date and time of tender opening. On opening of the tender, it will be checked if they contain bid security for each section quoted, Technical & Financial bids. Bid security & Technical bids of the bidders not containing financial bids shall not be opened.

5.3 Technical bids of those bidders who have not submitted bid security and bid document cost shall not be opened.

5.4 The financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those bidders will be opened whose submissions are found substantially responsive and technically compliant. Only those bidders shall be technically compliant who meet the eligibility criteria as specified in clause 3 above and the bidders who submit duly filled Annexure 1-5 (as applicable) shall be substantially responsive bidders. The time of opening of financial bids shall be informed separately to only the tenderers who have qualified during the technical evaluation stages and such bidder(s) can be present to witness opening of financial bids.

5.5. The Financial Bid (BOQ) shall include the financial offer of the Bidder in the manner prescribed in Bill Of Quantity (BOQ) file given in Excel format under “Finance” Cover Type. Both the technical bid and financial bid shall be submitted by the bidder, through e-tendering portal only, by the same due date as mentioned in the bid document. The offer of bidder, who does not fulfil the eligibility criteria, shall be summarily rejected.

5.6 Financial offer of only those Agencies who fulfil each of the eligibility criteria will be opened, and the eligible Agency quoting the **highest annual license fee for a particular “Section” shall be declared as “H1 bidder” for that particular “Section”**.

5.7 In the event of two or more technically qualified Bidders quoting same amount in financial proposal for the proposed work and are H1, then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 financial years. In case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by MD, UPMRC and notified to the concerned Bidders. The decision of MD will be binding and no representation in this regard will be entertained by UPMRC.

5.8 After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by UPMRC to the Selected Bidder. The Selected Bidder shall, within 07 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement

thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, UPMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/ Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA. LOA shall also be uploaded on e-tendering portal.

5.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall fulfill the conditions set forth in RFP hereof and the LOA and shall execute the License Agreement within the period prescribed in LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

6. Payment Details:

6.1 Interest free Security deposit equal to the annual (12 months) license fee will be paid by Licensee through Demand Draft/NEFT/RTGS.

6.2 License fee plus applicable taxes shall be payable in advance on half- yearly basis, within 10 days of commencement of next half yearly period. First half yearly license fee shall be paid within 30 days of submission of IFSD amount as stipulated therein along with other payments. It will constitute breach of Terms & Conditions rendering the license liable to be revoked with forfeiture of Interest Free Security deposit (IFSD).

6.3 Delay in payment of License fee shall involve levy of penalty/ interest @ 18% per annum. It will also constitute breach of Terms & Conditions rendering the license liable to be revoked with forfeiture of Security deposit (IFSD).

6.4 Infrastructure facilities are subject to availability, no compensation/claim on this account will be entertained.

6.5 License fee and Interest Free Security deposit (IFSD) shall be escalated @ 6% after each year on compounding basis.

6.6 All statutory dues/taxes, levies etc applicable including stamp duty on agreement, if any, shall be charged over & above payments indicated herein and these shall be borne/paid by Licensee.

7 Terms & Conditions of Offer:

7.1 A license Agreement including the Terms & Conditions given herein shall be signed within 30 days of agency making payments as per letter of acceptance (LoA) issued for the same.

7.2 Advertisement site/space will be handed over within 7 days from the date of receipt of full payments as stipulated in Letter of Acceptance.

7.3 In case the licensee fails to take over the site within this period, the site shall be deemed to be handover by UPMRC on 7th day from the date of submission of IFSD.

7.4 30 Days rent free fitment period will be provided to the licensee.

7.5 This License Agreement shall commence from 31st day of the submission of the IFSD amount.

7.6 Agreement is for a period of three years(initial) from date of commencement of License

fee. UPMRC reserves the sole right not to give any extension to the contract period.

7.7 If the Licensee terminates/ abandons/manifests intention to abandon operation or maintenance of the licensed advertising space prior to the completion of lock-in period of one year, it shall be considered as Licensee’s Event of Default and Interest Free Security Deposit submitted by Licensee shall stand forfeited in favor of UPMRC.

7.8 Interest Free Security Deposit shall stand forfeited in favor of UPMRC in the event of default or in the event of not taking over advertising site after making payment in terms of LoA.

7.9 Timeline for Key activities

| S.No. | Activity | Time Frame |
|--------------|--|--|
| I. | Payment of Interest Free Security Deposit (IFSD) by Licensee | Within 30 days of issue of Letter Of Acceptance (LoA) |
| II. | Licensing Space(s) to be handed over to Selected Bidder by UPMRC | Within 7 days of making the full payment of IFSD amount as indicated in LoA. |
| III. | Signing of License Agreement | Within 30 days of licensee making payments as per LoA |
| IV. | Commencement of License Fee | After 30 days (31 st day of submission of IFSD amount) |
| V. | Payment of Advance License Fee of Ist half year to UPMRC by Licensee | Within 30 days of submission of the IFSD amount. |
| VI. | License Period (Initial) | 3 years from commencement of License Fee |

7.10 Licensee shall indemnify UPMRC from any claims that may arise from statutory authorities in connection with this license agreement.

7.11 The space provided shall be used for display of advertisements only and no other business whatsoever.

7.12 Licensee shall not use the space for any purpose other than display of advertisements. Licensee shall not sell/sublet the space allotted to any other person(s).

7.13 Licensee shall confine its work within the allotted space only.

7.14 Violating any of the T & C above shall constitute material breach of agreement; if the same is not remedied to UPMRC’s satisfaction within the period informed in written notice for the same, then the agreement along with the facility extended to Licensee shall stand terminated and in that event interest free security deposit shall get forfeited in favor of UPMRC. UPMRC shall also have the right to recover any overdue against the Licensee.

7.15 The Licensee shall vacate the premises within 30 days of termination of the License Agreement. The licensee shall vacate licensed space by taking away all his articles 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 may be admissible after 30 days from the date of termination of License Agreement.

7.16 The Licensee shall restore the Licensed spaces or such portion of the Licensed spaces to its original state and condition and/or to remove such additions, fittings and fixtures as UPMRC shall specify in writing, repair any damage to the Licensed space arising from such removal to the satisfaction of UPMRC, make all necessary submissions and obtain the approvals from the relevant authority for such removal and repair (hereinafter called the “Post Termination Obligations”). Where the Licensee fails to carry out the Post Termination Obligations or any part thereof as aforesaid, UPMRC may carry out the same and recover from the Licensee the costs of the Post Termination Obligations.

7.17 In case of Force Majeure Events occasioned in whole or in part, neither UPMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations. Any of the following events resulting in total block up of business from the licensed space shall constitute Force Majeure Event:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensor.
- d) Acts of terrorism
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.
- g) Any other similar things beyond the control of the party, except court order/ court judgment.

Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, though not being obliged to terminate this agreement by given a notice of one week to the other party.

7.18 In case of dispute arising out of this license, both parties shall make effort to resolve the dispute amicably firstly through reconciliation, then mediation and arbitration.

7.19 Where recourse to a court is to be made in respect of any matter, the court at Lucknow shall have the exclusive jurisdiction to try all disputes between the parties.

7.20 Security of the licensed spaces will be responsibility of the Licensee. UPMRC shall not be responsible for any loss of materials, installations or equipment etc.

7.21 Terms of this license agreement can be amended only by mutual agreement of both the parties after approval of competent authority and such amendment upon signing by both parties shall form a part of this license agreement.

7.22 Either party may terminate the agreement by serving 6 months’ notice of termination

after completion of Lock-in period of one year from commencement of license period.

8 Factors Governing Selection of Permissible Advertisements

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 advertisement for promotion of alcohol, tobacco and tobacco products.
- b) The advertiser will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of UPMRC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed without prior permission.
- d) No Surrogate advertisement is permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisements spaces for election related advertisement during the election period and such spaces should not be dominated / monopolized by any particular party or candidate(s). Fair and equal opportunity has to be given to all parties/ candidates. Any type of audio advertisement shall not be allowed.
- f) Any type of audio advertisement shall not be allowed.
- g) All advertisement/creative must be approved by designated authority/person at UPMRC before display in metro premises.