



LUCKNOW METRO RAIL CORPORATION LIMITED

Administrative building, Vipin Khand, Gomti Nagar, Lucknow - 226010

E-mail id- cecontractlmrc@gmail.com

No. LMRC/ CE-CONTRACT/Co- Branding/2019

Date: 06.06.2019

To,
All Bidders,

Subject: - Reply to Pre-bid queries & Addendum-01 for tender LKCB-01.

Ref: - **Tender LKCB-01:** RFP for Co-Branding through Expression of Interest for CCS Airport Metro Stations of N-S Corridor of Lucknow Metro at Lucknow.

Dear Sir,

Please find enclosed herewith the Reply to Pre-bid queries and Addendum-01 to the tender LKCB-01. Further, the tender submission/Opening dates are as follows:

- Last date of issuing addendum : **06.06.2019**
- Date & time of Submission of Tender : **17.06.2019 up-to 15:00 Hrs.**
- Date & time of opening of Tender (Technical Bid) : **17.06.2019 @ 15:15 Hrs.**

Enclosure: As Above



Chief Engineer/Contract

Contract No. LKCB-01: Reply to Pre-Bid Queries

Contract No. LKCB-01: RFP for Exclusive Co-Branding rights for CCS Airport Metro Station of N-S Corridor of Lucknow Metro at Lucknow.

S. NO.	Clause No./ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
1	Clause 3.8 of Chapter-3 of RFP, Page 8.	Brief scope of Co-branding rights	Please clarify whether CCS Airport Metro Station Gate #2 is included in the scope. If not, we suggest including CCS Airport Metro Station Gate #2 in the scope as it has good revenue potential.	Please refer Annexure-2 of Addendum-01.
2	Clause 3.8 of Chapter-3 of RFP, Page 8.	Brief scope of Co-branding rights	In order to increase the demand of the Co-Branding we suggest considering prefix to the station name.	As per Tender Conditions.
3	Clause 3.8 of Chapter-3 of RFP, Page 8.	Brief scope of Co-branding rights	Please provide details in terms of number of display units & their sizes at the identified locations by LMRC for advertising at "Amausi" and "CCS Airport" Metro Stations.	Please refer Chapter-9 (Page-64) of DLA regarding procedure of Approval of Advertising spaces of the tender document wherein licensee shall be at liberty to choose the media, introduce any format, its design, type etc. subject to approval by LMRC with regard to operational feasibility, aesthetics, safety & security concerns etc.
4	Clause 3.8 of Chapter-3 of RFP, Page 8.	Brief scope of Co-branding rights	Please clarify, can LMRC allow to change the name on station signages as part of Co-Branding activity.	Permitted with LMRC's Approval as per Clause 5.1.1 of Bid Document.
5	Clause 5.1.3 of Chapter-5 of RFP, Page-18	Outdoor/Indoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station.	Can LMRC allow different advertising brands on Co-Branding and other media formats such as Pillars/Portals/Inside Stations/Outside Stations etc in the scope?	Permitted. Kindly refer Annexure-3 of Addendum-1.
6	Clause 5.1.5 of Chapter-5 of RFP, Page-19	The branding display plan hence prepared must be in compliance to technical parameters of Lucknow Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.	Request you to facilitate such policies, guidelines and directives.	Please refer Annexure-3 of Addendum-1.
7	Clause 5.1.6 of Chapter-5 of RFP, Page-20	During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from LMRC. However, to avoid frequent changes in the suffix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of atleast six months.	We suggest that the restriction of 6 months should be done away with. Please confirm if the suggestion is acceptable.	As per Tender Conditions.
8	Clause 5.1.7 of Chapter-5 of RFP, Page-20	Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. LMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by LMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from LMRC by Licensee.	We suggest that there should be a definite timeline for granting such approvals.	Kindly refer to Clause 5.2 of Draft License Agreement.
9	Clause 5.3 of Chapter-5 of RFP, Page-21	The Licensee shall have to earmark up to 5% of total advertisement spaces at each station for carrying out social marketing activities or social messages by LMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by LMRC.	We believe that, 5% advertisement space reserved for social message is over and above the space provided for advertisement, and no License Fee is applicable on such space.	Referred clause is self explanatory.



S. NO.	Clause No./ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
10	LKCB-01: Clause 5.1.7 (e) of Chapter-5 of RFP, Page-20 LKCB-02: Clause 5.1.9 (j) of Chapter-5 of RFP, Page-22	Obtain all approvals, permits, etc. from all competent authorities including different tiers of government, statutory, local, Civic Authorities, etc. at their own cost.	We suggest that statutory permission for providing the advertisement space be obtained by LMRC.	As per Tender Conditions.
11	Clause 5.2 of Chapter-5 of DLA, Page-57 and Clause 9.3 of Chapter-9 of DLA, Page-64	<u>Clause 5.2:-</u> All advertising/Co-branding spaces/plans as per the scope detailed in clause 5.1 of RFP of document, at the selected Metro station proposed by the Licensee are subject to prior written approval from LMRC with regard to operational feasibility, aesthetics, and safety & security and Clause 9.3 concerns. In this regard, a committee comprising of LMRC officials shall be formed for granting approval. The committee shall communicate its decision in writing within ten (10) working days from the date of submission of proposals by Licensee to LMRC for display of advertisements.	We suggest that if no communication is received within 5 working days then the advertisement/Co-branding/ plans shall be deemed to be approved.	As per Tender Conditions.
12	Clause 5.6 of Chapter-5 of DLA, Page-57	Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.	We suggest that the stamp duty should be borne equally by both the parties.	As per Tender Conditions.
13	Clause 6.7.4 of Chapter-6 of DLA, Page-59	In case payment is not made by due date, a 15 day's cure notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default and make payment of dues to LMRC, LMRC shall be entitled to terminate the License with a 30 days of termination notice and shall be free to forfeit the "Interest Free Security Deposit / Performance Security" and take such other action available to it under this Agreement and as per Law. Electricity would be disconnected on the 16th day from the date of issuance of 30 days termination notice.	We suggest that the cure period be extended to 30 days instead of 15 days.	As per Tender Conditions.
14	Clause 6.7.8 of Chapter-6 of DLA, Page-59-60	In no case, due payments to LMRC shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for a period of more than 60 days, the License agreement will stand automatically terminated with immediate effect, without giving any prior notice to the Licensee and Interest Free Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of LMRC after adjustment of any dues payable to LMRC by the Licensee. The Licensee shall be required to remove the advertisements immediately thereafter within 3 days, of receipt of notice of such termination by LMRC.	We suggest that cure period be amended to 30 days in each case.	As per Tender Conditions.
15	Clause 7.3 of Chapter-7 of DLA, Page-62	LMRC reserves the right for deduction of LMRC dues from Licensee's Interest Free Security Deposit / Performance Security for: - a) Any penalty imposed by LMRC for violation of any terms and conditions of agreement committed by the Licensee. b) Any amount which LMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/representatives/ servant/ agent, etc. c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf. d) Any outstanding payment/ claims of LMRC remaining due after completion of relevant actions as per agreement.	We suggest that Licensee be given an opportunity to present its case before imposition of penalty or deduction of Security Deposit/ Performance Security.	As per Tender Conditions.



S. NO.	Clause No./ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
16	Clause 15.1.4 of Chapter-15 of DLA, Page-72	If the Licensee is in persistent non-compliance of the written instructions of a LMRC	This clause seems to be very vague and could be misused at later stage, we suggest deletion please or should be modified appropriately.	As per Tender Conditions.
17	Clause 15.2.1 of Chapter-15 of DLA, Page-72	LMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.	We suggest you to please provide cure period of minimum 30 working days in all cases.	As per Tender Conditions.
18	Clause 15.4 of Chapter-15 of DLA, Page-74	LMRC reserve the rights to terminate / foreclose the License Agreement by giving three months advance notice on operational ground. The License agreement will stand terminated on expiry of 3 months' notice. The advance annual license fees deposited by the Licensee for the balance period of that year shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from LMRC premises within 30 days of issue of such termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of LMRC at NIL / "0" value.	We are not able to understand as to what does LMRC mean by Operational Ground? Please explain. We also suggest that, time period for removal of all the media, fixtures, panels, etc. from LMRC premises should be within 30 days after expiry of 3 months of termination notice.	Operational Ground' means satisfactory running of Metro services for commuters. Kindly refer Annexure -9 of Addendum-1.
19	Clause 15.5 of Chapter-15 of DLA, Page-74	Handing over on Termination / Completion / Surrender: In case of Termination/ Completion / Surrender of the License Agreement, the Licensee shall hand over to LMRC or its authorized representative peaceful possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from LMRC premises within 30 days of issue of termination letter/surrender completion. No license fee would be charged for this grace period of 30 days. However, if the licensee fails to vacate the licensed premises/ space within the above grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation beyond this 30 days period. If, the licensee fails to vacate the licensed space / premises within the grace period, and after lapse of this 30 days grace period, LMRC shall take over the goods /property treating at NIL value, even if it is under lock & key; and LMRC shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with LMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock - in period.	It may not be possible for the Licensee to remove all its material within 30 days, it is suggested that it should be provided minimum of 45 or 60 working days.	As per Tender Conditions.
20	Clause 16.1 of Chapter-16 of DLA, Page-75	Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by Director, LMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.50 Lakhs and to a panel of three Arbitrators, if total value of claims is more than Rs.50 Lakhs. LMRC shall provide a panel of three Arbitrators for the claims upto Rs.50 Lakhs and a panel of five Arbitrators for claims of more than Rs.50 Lakhs. Licensee shall have to choose the sole Arbitrator from the panel of three and / or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. LMRC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third Arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from date of receipt of written notice / demand of appointment of Arbitrator from either party.	We believe that to ensure impartiality and fairness we suggest that, in case of appointment of sole arbitrator it should be done mutually by both the parties and in case of a tribunal consisting of 3 Arbitrators, both the parties should have the right to appoint its own arbitrator and the two arbitrators should mutually appoint the presiding arbitrator.	As per Tender Conditions.
21	Clause 17.5 of Chapter-17 of DLA, Page-76	The Licensee hereby indemnifies LMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements of legal dues of any nature.	We suggest that Licensor should offer indemnity for the claims arising out of negligence and defaults attributable to LMRC.	As per Tender Conditions.



S. NO.	Clause No./ Page No.	Existing Provision	Bidder's Query	LMRC's Reply
22	17.14 (b) of Chapter-17 of DLA, Page-78	Ensure that fire detection and suppression measures were installed inside his premises are kept in good working condition at all times. The Licensee will at any case keep firefighting equipment as per LMRC requirements as indicated by the Fire officer / Authorized representative of LMRC inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to non-functional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.	We suggest that this should be joint responsibilities of both the parties. More so that of LMRC.	As per Tender Conditions.
23	-	Average Daily Ridership	Request you to provide station wise current Average Daily ridership of all the operational stations.	Overall daily ridership of N-S Corridor of LMRC is 50000 to 60000 and is expected to increase in future.
24	-	Bid Security	Can bid Security be submitted online.	Bid security can be submitted online i.e. through RTGS etc. provided details are shared with us (UTR No., Remitting Bank & Branch, amount, date etc.) with tender submission. LMRC bank account details are as below: A/c Name:- LMRC NON FARE BOX EARNING ACCOUNT A/c No. :- 50200033099884 IFSC Code: HDFC0001267 Branch:- Tekari Chambers
25	-	Bid Submission	We request LMRC to extend the bid submission timeline by at least 15 Days.	Kindly refer Annexure-1 of Addendum-1 for revised submission dates.



Summary Sheet of ADDENDUM No.-1: Contract LKCB-01

Contract No. LKCB-01: RFP for Exclusive Co-Branding rights for CCS Airport Metro Station of N-S Corridor of Lucknow Metro at Lucknow

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 3.4' Key details' of Chapter-3 (Notice Inviting Tender) of RFP, Page 5	viii. Last date of issuing addendum : 07.05.2019 ix. Date & time of Submission of Tender : 14.05.2019 up-to 15:00 Hrs. x. Date & time of opening of Tender (Technical Bid) : 14.05.2019 @ 15:15 Hrs.	viii. Last date of issuing addendum : 07.05.2019 28.05.2019 <u>06.06.2019</u> ix. Date & time of Submission of Tender : 44.05.2019 04-06-2019 <u>17.06.2019</u> up-to 15:00 Hrs. x. Date & time of opening of Tender (Technical Bid) : 44-05-2019-04-06-2019 <u>17.06.2019 @ 15:15 Hrs.</u>	Annexure-1, Pg. 5 R1
2	Second bullet of table under Clause 3.8 'Brief Scope of Co-branding rights' of Chapter-3 (Notice Inviting Tender) of RFP, Page 8	• 75 sqm outdoor ad space on Ancillary buildings and Entry Gate no. 1 of CCS Airport Metro Station.	• 75 sqm outdoor ad space on Ancillary buildings and Entry Gate no. 1 and 15 Sgm outdoor ad space at Entry Gate no. 2 of CCS Airport Metro Station.	Annexure-2, Pg. 8 R2
3	Second bullet of table under Clause 5.1 'Scope Details' of Chapter-5 of RFP, Page 18	• 75 sqm outdoor ad space on Ancillary buildings and Entry Gate no. 1 of CCS Airport Metro Station.	• 75 sqm outdoor ad space on Ancillary buildings and Entry Gate no. 1 and 15 Sgm outdoor ad space at Entry Gate no. 2 of CCS Airport Metro Station.	Annexure-3 (Page 1 of 2), Pg. 18 R1



<p>4 Clause 5.1.3 of Chapter-5 of RFP, Page-18 - 19</p>	<p>LMRC shall provide Branding opportunities/ advertisement spaces upto 75 sqm on outdoor structures/façade of the metro station and upto 200 sqm of indoor display space at the selected metro station, at the quoted rate of annual license fee for Co-Branding at the selected station. Outdoor/ Indoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, digital display, etc. as indicated above at the selected station with prior written approval from LMRC. However, audio advertisement in any form is not permitted and there will be no change in LMRC's station announcement / train announcement / notification / inside train name / or any other document due to Co-Branding of the station. LMRC shall provide maximum 75 Sqm of display area at outdoor structures/façade of the respective station and upto 200 sqm of indoor advertising space inside at each of the selected station and shall include the following:</p>	<p>LMRC shall provide Branding opportunities/ advertisement spaces upto 75 sqm \pm 15 sqm on outdoor structures/façade of the metro station and upto 200 sqm of indoor display space at the selected metro station, at the quoted rate of annual license fee for Co-Branding at the selected station. Outdoor/ Indoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station. Full inventory of outdoor Advt. Space will have to be utilized for same brand which is to be approved for co-branding at the selected metro station. Atleast 10 sqm of indoor advt. space has to be utilised in co-branding rights and balance indoor spaces may be utilised for other advertisement. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, digital display, etc. as indicated above at the selected station with prior written approval from LMRC. However, audio advertisement in any form is not permitted and there will be no change in LMRC's station announcement / train announcement / notification / inside train name / or any other document due to Co-Branding of the station. LMRC shall provide maximum 75 Sqm \pm 15 Sqm of display area at outdoor structures/façade of the respective station and upto 200 sqm of indoor advertising space inside at each of the selected station and shall include the following:</p>	<p>Annexure-3, Pg. 18 R1 to 19 R1</p>
<p>5 Clause 5.1.4 of Chapter-5 of RFP, Page-19</p>	<p>The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum 75 sqm of outdoor display space and 200 sqm of indoor display space at each station.</p>	<p>The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum 75 sqm \pm 15 sqm of outdoor display space and 200 sqm of indoor display space at each station.</p>	<p>Annexure-3, Pg. 19 R1</p>



6	Clause 5.1.5 of Chapter-5 of RFP, Page-19-20	The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of LMRC. The plan should be in tune with and not disturb the aesthetics/look of the station. The branding display plan hence prepared must be in compliance to technical parameters of Lucknow Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.	Annexure-3, Pg. 19 R1 to Pg. 20 R1
7	Clause 5.5 (c) of Chapter-5 of RFP (Page 21)	c) LMRC may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.	Annexure-4, Pg. 21 R1
8	Second bullete of 11 of RFP, Page 49	• 75 sqm outdoor ad space for Ancillary Building and Entry Gate No.1 of CCS Airport Metro Station.	Annexure-5, Pg. 49 R1
9	Clause (c) of Chapter-1 of DLA, Page-52	As part of the Co-Branding, and as detailed in scope of co-branding as per para A of Clause 5.1 of Chapter 5 of RFP document, LMRC has also agreed to provide to the respective Licensee, Advertising Spaces upto a maximum of 75 sq. mts. on outside structure/façade of the station and 200 sqm of indoor/inside station space (as per scope mentioned in Chapter 5 of RFP), of display area (to be identified by the Licensee and approved by LMRC) on "as is where is basis", at _____ Metro Station.	Annexure-6, Pg. 52 R1
10	Clause (e) of Chapter-1 of DLA, Page-52	The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell the brand, advertising spaces / inventories of maximum 75 sq.mts. on outside structure/façade of the station and 200 sqm inside/indoor display area, (as applicable under scope of work as per para A of Clause 5.1 of Chapter 5 of RFP document), at _____ Metro Station, as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from LMRC before commissioning.	Annexure-6, Pg. 52 R1



11	<p>Note of Clause 3.1 of Chapter-3 of DLA, Page-55</p>	<p>Note: Outdoor Advertisement inventory has to be utilised for same brand which is approved for co-branding at CCS Airport metro station.</p>	<p>Annexure-7, Pg. 55 R1</p>
12	<p>Clause 3.2 (c) of Chapter-3 of DLA, Page-55</p>	<p>c) LMRC may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.</p>	<p>Annexure-7, Pg. 55 R1</p>
13	<p>Clause 8.3 (a) of Chapter-8 of DLA, Page-63</p>	<p>At present, LMRC is not liable to share its revenue generated from advertisements inside LMRC Metro stations with local bodies. However, if LMRC becomes liable to share revenue with local bodies from advertisements outside/Inside Selected Metro Station in future, then LMRC shall deposit the due share to local bodies out of its own funds. Further, share of revenue from outdoor Branding, if any, with local bodies shall be deposited by LMRC out of its own funds. Licensee shall not be liable to part with any additional revenue on this account. In this regard, the following may be noted:</p> <p>a. LMRC assumes that the value of outside advertisement is 30% of total quote of the bid for the station which have only outdoor inventory of 75 sqm with no indoor advertisement inventory. The sharing with LMC if needed, would be done from this value.</p> <p>b. LMRC assumes that the value of outside advertisement is maximum 15% of total quote of the bid for the stations which have both outdoor and indoor inventory (200 sqm or 10 sqm). The sharing with LMC if needed, would be done out of this value.</p> <p>c. In case of stations which is having a reduced/limited scope/area for outdoor advertisement only, it is assumed by LMRC that the value of outdoor advertisement at this station is maximum 15% of the total quote of the bid for the said station.</p>	<p>Annexure-8, Pg. 63 R1</p>



<p>14 Clause 15.4 of Chapter-15 of DLA, Page-74</p>	<p>On Operational Ground: LMRC reserve the rights to terminate / forclose the License Agreement by giving three month advance notice on operational ground. The License agreement will stand terminated on expiry of 3 months' notice. The advance annual license fees deposited by the Licensee for the balance period of that year shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from LMRC premises within 30 days of issue of such termination letter, failing which these structures, media, fixtures, panels, etc. shall become property of LMRC at NIL/ "0" value.</p>	<p>Annexure-9, Pg. 74 R1</p>
<p>15 Clause 15.5 of Chapter-15 of DLA, Page-74</p>	<p>15.5 Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall handover to LMRC or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from LMRC premises within 30 days of issue of termination letter/surrender completion.</p>	<p>Annexure-9, Pg. 74 R1</p>



3. NOTICE INVITING TENDER

- 3.1** Lucknow Metro Rail Corporation Ltd. (LMRC) 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 city. LMRC has crossed the total ridership of approx. 70000 on the very first day of its complete commercial run and it is expected to rise in sharply in near future.
- 3.2** LMRC invites Tenders on two packet system from interested parties which may be a sole proprietorship firm, a partnership firm or a company having registered office in India and incorporated under the company act 1956/2013, for selection of Licensee for granting the license for exclusive co-Branding at CCS Airport Metro Station of LMRC Ltd. LMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by LMRC.
- 3.3** Bidders shall submit Tender/bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the LMRC premises at the respective station / site and familiarise themselves with various arrangements and all activities necessary in this regard.
- 3.4 Key Details:**

i.	Bid No.	LKCB-01
ii.	License Period	10 Years
iii.	Bid documents on sale	From 08.04.2019 to 29.04.2019 (between 09:30 Hrs. to 17:30 Hrs.) on working days.
iv.	Tender Security	Rs. 10,00,000/- (Rupees Ten Lakhs only) for CCS Airport metro station.
v.	Cost of bid documents	Rs. 23600/- (inclusive of 18% GST) (Demand Draft on a Scheduled Commercial bank based in India in favour of "Lucknow Metro Rail Corporation Ltd." payable at Lucknow.)
vi.	Last date of Seeking Clarification	01.05.2019
vii.	Pre-Bid meeting	01.05.2019 @ 1500 Hrs
viii.	Last date of issuing addendum	07.05.2019 28.05.2019 06.06.2019
ix.	Date & time of Submission of Tender	14.05.2019 04.06.2019 17.06.2019 up-to 15:00 Hrs.
x.	Date & time of opening of Tender (Technical Bid)	14.05.2019 04.06.2019 17.06.2019 @ 15:15 Hrs.
xi.	Financial Bid Opening Date	Will be notified after the technical bid opening process.
xii.	Validity of Bid document	180 days from date of submission of bid.



3.8 Brief scope of Co-branding rights is tabulated as below:-

CATEGORY	SCOPE
A1	<ul style="list-style-type: none">• 200 sqm Indoor ad space• 75 sqm outdoor ad space on Ancillary buildings and Entry Gate no. 1 and 15 Sqm outdoor ad space at Entry Gate No. 2 of CCS Airport Metro Station.• Outside coloring in brand color• Suffix to existing name of the station

3.9 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.

3.10 LMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the LMRC for rejection of his proposal.

3.11 In case of any grievances/complaints regarding this tender, please contact:

Chief Engineer / Contract,

Lucknow Metro Rail Corporation Ltd.,

Administrative Building,

Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal,

Vipin Khand, Gomti Nagar,

Lucknow – 226010.

Email:- cecontractlmrc@gmail.com



5 Scope of Exclusive Co- Branding at CCS Airport Metro Station

5.1 Scope details:

CATEGORY	SCOPE
A1	<ul style="list-style-type: none"> • 200 sqm Indoor ad space • 75 sqm outdoor ad space on Ancillary buildings and Entry Gate no. 1 <u>and 15 Sqm outdoor ad space at Entry No. 2</u> of CCS Airport Metro Station. • Outside coloring in brand color • Suffix to existing name of the station

5.1.1 The station would be handed over for Co-Branding activities, on "as is where is basis". Suffix of the brand name can be done with the existing name of the metro station. Station mentioned under scope (A1) only suffix of brand name as per APPROVED FORMAT ATTACHED AT **Annexure-10** the selected station can be named as "[XYZ [Brand Name]]"; whereas XYZ is the name of the selected metro station.

The brand name shall preferably be not more than two words. Individual names of any person or religious entity or of similar background shall not be permitted. Any such composite brand name may include the Co-Branding Partner's Name in conjunction with other words, subject to prior written approval of LMRC. **The suffixing is to be done with a separate font/color/size as distinct from the LMRC signage at the said station.**

In addition to above, the following needs to be considered:

- The co-branding/advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- The Co-branding should also not promote liquor/alcohol based drinks or tobacco/Pan Masala related products.

The detailed scope of co-branding at CCS Airport metro station shall be as per para A given below:-

A. **The scope for A1 category as detailed in 5.1 of RFP shall be as follows:**

5.1.2 In addition to the above Co-Branding of name at the metro station as suffix to the Station Name, the licensee shall be granted advertisement rights at the selected metro station to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of LMRC Ltd.

5.1.3 LMRC shall provide Branding opportunities/advertisement spaces upto 75 sqm **+ 15 sqm** on outdoor structures/façade of the metro station and upto 200 sqm of indoor display space at the selected metro station, at the quoted rate of annual license fee for Co-Branding at the selected station. **Outdoor/Indoor Advertisement inventory has to be utilized for same brand which is approved for Co-Branding at the selected metro station. Full inventory of outdoor Advt.**



Space will have to be utilised for same brand which is approved for co-branding at the selected metro station. Atleast 10 sqm of indoor advt. space has to be utilised in co-branding rights and balance indoor spaces may be utilised for other advertisements. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, digital display, etc. as indicated above at the selected station with prior written approval from LMRC. **However, audio advertisement in any form is not permitted and there will be no change in LMRC's station announcement / train announcement / notification / inside train name / or any other document due to Co-Branding of the station.** LMRC shall provide maximum 75 Sqm **+ 15 Sqm** of display area at outdoor structures/façade of the respective station and upto 200 sqm of indoor advertising space inside at each of the selected station and shall include the following: (within the scope of Co-Branding as per table in clause 5.1 of RFP)

- (a) all feasible spaces including staircases
- (b) escalators,
- (c) turnstile,
- (d) frisking panels/ equipment,
- (e) fixed / moveable panels,
- (f) elevator spaces,
- (g) product displays,
- (h) smart posters, visual display by electronic media, **without audio**,
- (i) projectors/holography or any other innovative advertisement media,
- (j) install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement (**without audio**),
- (k) Advertisement inventory may include smart posters, QR codes/graphics etc. However, audio advertisement in any form is not permitted and there will be no change in LMRC's station announcement/train announcement notification/inside train name/or any other document due to Co-Branding of the station.

5.1.4 The following activities shall also be permitted as a part of Co-branding and are not included in the advertisement inventory of maximum 75 sqm **+ 15 sqm** of outdoor display space and 200 sqm of indoor display space at each station.

- a) Branding of Station Building in Brands color by painting or by using 3M vinyl pasting or equivalent
- b) Refurbishment of station exterior in Brands colourscheme besides co-branding the Brands name (suffixed as per clause 5.1.1 of RFP) with station name.
- c) Landscaping at LMRC station to give aesthetic and pleasing appearance to the station,
- d) Painting of beam / affixing of 3M vinyl pasting at station to give a pleasing feel and look of the Brand,
- e) carry out painting of station outside, in the Brand's color,
- f) Floor branding within the scope of co-branding at clause 5.1.

5.1.5 The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the station that may be required to customize for branding and imparting a pleasing "Look and Feel" to the Station for the promotion of its brand, subject to prior written approval of LMRC. The plan should be in tune

with and not disturb the aesthetics/look of the station. ~~The branding display plan hence prepared must be in compliance to technical parameters of Lucknow Outdoor advertisement policy/any other relevant state policy/EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.~~

- 5.1.6 During the currency of the license period, the licensee may be permitted to change the brand name at the station, logo or modify the theme of the advertising inventory at its own cost after prior written approval from LMRC. However, to avoid frequent changes in the suffix, of a Brand Name to the name of the metro station, a specific brand may be displayed for a period of at least six months.
- 5.1.7 The Licensee shall have exclusive rights and obligations to perform as specified below:
- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. LMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by LMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from LMRC by Licensee.
 - b) Designing of all advertising units / structures to complement station architecture for advertising sites.
 - c) Operate, manage and maintain the entire advertisement plans.
 - d) Create new innovative advertising opportunities at selected Metro station including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
 - e) 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.
 - f) Comply with all statutory requirements in connection with License Agreement.
 - g) Ensure regular and timely payments of all amounts due to LMRC and discharge all obligations as per License Agreement.
 - h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
 - i) Licensee shall bear all the applicable taxes including GST (18%) at prevailing rates. Any future revision in taxes shall also be borne by licensee.
 - j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While LMRC shall provide security at station, LMRC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, etc. are not damaged in any manner



and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of LMRC.

- 5.2 **Negative List of Advertisement:** The Licensee shall take into account that the types of advertisements as mentioned in **Annexure-7** of RFP are strictly prohibited.
- 5.3 The Licensee shall have to earmark up to 5% of total advertisement spaces at each station for carrying out social marketing activities or social messages by LMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by LMRC.
- 5.4 The licensee shall submit the outside colouring scheme for the respective metro station within 45 days of date of LOA, to LMRC for approval so that further action on it can be taken. The licensee fee shall be applicable after the fitment period of the metro station in any case.
- 5.5 **Exception to Exclusivity for above mentioned category of station:**
- a) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, LMRC staff etc.
 - b) LMRC may install/create any new inventory, panels, etc. for its partners, etc. **without commercial exploitation** from the same.
 - c) LMRC, **without conflicting the existing branding rights**, may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.



Annexure-11

**LIST OF STATION TENDRED FOR CO-BRANDING RIGHTS
INTEREST (To be submitted through Annexure-3)**

S.	Name of Station	Scope	Category
1.	CCS Airport	<ul style="list-style-type: none">• 200 sqm Indoor ad space• 75 sqm outdoor ad space for Ancillary Building and Entry Gate No.1 and 15 sqm outdoor ad space at Entry Gate No. 2 of CCS Airport Metro Station.• Out coloring in brand color• Suffix to existing name of the station	A1



License Agreement, pursuant to the issue and acceptance of the LOA, dated _____ for undertaking the License.

- c) As part of the Co-Branding, and as detailed in scope of co-branding as per para A of Clause 5.1 of Chapter 5 of RFP document, LMRC has also agreed to provide to the respective Licensee, Advertising Spaces upto a maximum of 75 sq. mts. **+ 15 sq. mts.** on outside structure/façade of the station and 200 sqm of indoor/inside station space (as per scope mentioned in Chapter 5 of RFP), of display area (to be identified by the Licensee and approved by LMRC) on **"as is where is basis"**, at _____ **Metro Station.**

NOTE: This clause would be modified as per the actual scope. Further for CCS Airport station only suffix is permitted as per approved format as mentioned in Annexure-10, (applicable for Scope under category A1).

- d) Herein after referred to as Co-Branding of/at the selected station, on payment of License Fee as mentioned in detail in Clause ____ of LOA dated to LMRC on the terms and conditions hereunder contained in this License Agreement.
- e) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate, maintain, market and sell the brand, advertising spaces / inventories of maximum 75 sq.mts. **+ 15 sq. mts.** on outside structure/façade of the station and 200 sqm inside/indoor display area, **(as applicable under scope of work as per para A of Clause 5.1 of Chapter 5 of RFP document)**, at Metro Station, as specified in this Agreement at its own cost. Advertisement spaces on bare / prefabricated installed sites shall be identified by the Licensee and got approved from LMRC before commissioning.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A.** The following documents shall be deemed to form part of and be read and construed as an integral part of this agreement, namely:
- 1.1 Letter of Acceptance NO.____Dated _____
 - 1.2 Request for Proposal (RFP), its Addendums & Corrigendum
 - 1.3 Any other document issued by / of LMRC forming part of the Bidding Process
- B.** The Licensee hereby covenants as follows: -
1. Licensee hereby assumes responsibility for Exclusive Co-Branding Rights at the CCS Airport metro station as per the applicable scope of work as per clause para A of Clause 5.1 of Chapter 5 of RFP document. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission,



Chapter: 3

General Scope of Co-Branding Rights at CCS Airport Station

3.1 Scope of Station for Exclusive Co-Branding (would be modified as per category wise scope of the respective station, as per of chapter 5 of RFP).

The scope of work offered for Co-Branding under this tender will be strictly as per para A of Clause 5.1 of Chapter 5 of RFP document. The CCS Airport metro station offered for Co-Branding rights (awarded through Tender LKCB-01) under scope of work are as given in **Annexure-11** of RFP.

Note: ~~Outdoor Advertisement inventory has to be utilised for same brand which is approved for co-branding at CCS Airport metro station, Full inventory of outdoor Advt. Space will have to be utilised for same brand which is approved for co-branding at the selected metro station. Atleast 10 sqm of indoor advt. space has to be utilised in co-branding rights and balance indoor spaces may be utilised for other advertisements.~~

3.2 Exception to Exclusivity for all the above mentioned category of station: (as and where applicable for various selected metro station)

- a) The licensee shall not be provided rights for advertising through wi-fi, mobile/radio signals on advertisement media not installed/owned by them, viz. mobile, tablet, etc. of commuters, LMRC staff etc.
- b) LMRC may install/create any new inventory, panels, etc. for its partners, etc. **without commercial exploitation** from the same.
- c) LMRC, without conflicting the existing branding rights, may utilise a defined location at the station for displaying Artwork/ exhibition corners, other exhibits without any commercial consideration to the licensee.



Chapter-8 Taxes and Other Statutory Dues

8.0 Taxes and Other Statutory Dues

8.1 GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.

8.2 The property tax applicable, if any, on the property of LMRC shall be borne by LMRC.

8.3 At present, LMRC is not liable to share its revenue generated from advertisements inside LMRC Metro stations with local bodies. However, if LMRC becomes liable to share revenue with local bodies from advertisements outside/Inside Selected Metro Station in future, then LMRC shall deposit the due share to local bodies out of its own funds. Further, ~~share of revenue from outdoor Branding, if any, with local bodies shall be deposited by LMRC out of its own funds. Licensee shall not be liable to part with any additional revenue on this account. In this regard, the following may be noted:~~

- a. ~~LMRC assumes that the value of outside advertisement is 30% of total quote of the bid for the station which have only outdoor inventory of 75 sqm with no indoor advertisement inventory. The sharing with LMC if needed, would be done from this value.~~
- b. ~~LMRC assumes that the value of outside advertisement is maximum 15% of total quote of the bid for the stations which have both outdoor and indoor inventory (200 sqm or 10 sqm). The sharing with LMC if needed, would be done out of this value.~~
- c. ~~In case of stations which is having a reduced/limited scope/area for outdoor advertisement only, it is assumed by LMRC that the value of outdoor advertisement at this station is maximum 15% of the total quote of the bid for the said station.~~

8.4 All other statutory taxes, statutory dues, local levies, as applicable (other than those mentioned above in clause 8.3) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify LMRC from any claims that may arise from the statutory authorities in connection with this License.

8.5 Payment of stamp duty on agreement, if any, to be executed in pursuance of this contract will be borne by Licensee.



from the licensee before licensee is permitted to remove their establishment(s) or else LMRC will seize their property treating at zero/nil value. LMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

15.4 **On Operational Ground:** LMRC reserve the rights to terminate / forclose the License Agreement by giving three month advance notice on operational ground. The License agreement will stand terminated on expiry of 3 months' notice. The advance annual license fees deposited by the Licensee for the balance period of that year shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will be refunded after adjusting, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the media, fixtures, panels, etc. from LMRC premises within 30 days of ~~issue of such termination letter~~ **after expiry of notice period**, failing which these structures, media, fixtures, panels, etc. shall become property of LMRC at NIL/ "0" value.

15.5 **Handing over on Termination / Completion / Surrender:** In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over to LMRC or its authorized representative peaceful vacant possession of all Advertising Sites. Licensee shall remove all the media, fixtures, panels, etc. from LMRC premises within 30 days of ~~issue of termination letter~~ **after expiry of notice period** / ~~surrender-completion~~.

No license fee would be charged for this grace period of 30 days. However, If the licensee fails to vacate the licensed premises/ space within the above grace period, penalty of twice the prevalent monthly license fee shall be chargeable for occupation beyond this 30 day days period. If, the licensee fails to vacate the licensed space / premises within the grace period, and after lapse of this 30 days grace period, LMRC shall take over the goods / property treating at NIL value, even if it is under lock & key; and LMRC shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period on this account. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with LMRC. **No grace period shall be provided to licensee, if licensee terminates the contract within the lock- in period.**

15.6 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

