

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/LKCB-04/03/2022-23

Dated 01.12.2022

ADDENDUM-03

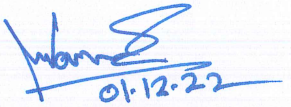
Tender Title/Name of work: Tender LKCB-04: Co-branding rights for CCS Airport & Amausi metro stations of N-S Corridor of Uttar Pradesh Metro at Lucknow.

Addendum-03 along with replies to pre-bid queries of above tender is being issued and uploaded on CPP Portal.

The amount of Tender Security/EMD fee details is shown as Rs 5.00.000 on CPP Portal webpage (Tender details). Bidders are advised to submit requisite Tender Security/EMD amount in accordance with clause 3.5 of NIT in Bid document. The same is further enumerated below :-

- (i) In case bid is submitted for one station, Tender Security / EMD amount shall be Rs 5,00,000.
- (ii) In case bid is submitted for both stations, Tender Security / EMD amount shall be Rs 10,00,000.

For any further modifications/changes (if any), bidders are advised to stay updated on e-tendering portal (<https://etenders.gov.in/eprocure/app>) for information please.


01.12.22
(Indrajeet Verma)
CE/ Contract

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

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

Tel.: +91 522 2304014 | Fax: +91 522 2304013

Tender LKCB-04 : Reply to Pre-Bid Queries

Tender LKCB-04:Co-branding rights for CCS Airport & Amausi metro stations of N-S Corridor of Uttar Pradesh Metro at Lucknow.

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
(A)		QYERY RECEIVED THROUGH CPP PORTAL			
1	1	Ch. 8, clause 8.1 & clause 8.8 of tender document. Page 37	Tenure of License Agreement: Co-Branding license for selected metro stations shall be granted for a period of Three (03) years with lock in period of 2 years after the expiry of fitment period of 75 days i.e. 76th day from the date of receipt of full payment of IFSD for Co-branding activities. The license shall be further extendable for a period of three (03) years on mutually agreed terms and conditions.	License period of 3 years is very short. Need more time	License period of the contract shall be 09 years. Please refer Addendum-3.
2	2	Ch. 6, clause 6.1 of tender document. Page 31	Metro station(s)rent free fitment period of 75 days from the date of receipt of full payment of IFSD by UPMRC, subsequent to issue of Letter of Acceptance. The License Agreement shall be executed within 30 days of submission of IFSD.	75 days' fitment period, can ask for more if required.	As per tender conditions.
3	3	Ch. 5, clause 5.1 of tender document Page 26	-----	Need to know exact outside ad space area offering at CCS Airport	75 sqm outdoor ad space on Ancillary buildings at Entry Gate no. 1 and 15 sqm outdoor ad space at Entry gate no. 2 of CCS Airport Metro Station is being offered. Kindly refer clause no. 5.1 of tender document.
4	4	Ch. 5, clause 5.1.8 (a)of tender document Page 28	and type of advertisement planned for each advertising site. UPMRC 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 UPMRC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from UPMRC by Licensee	Can we put up media on front of station (artwork area) at Amausi station.	As per tender conditions, UPMRC may permit advertisement in front of station without significantly obstructing the visibility of artwork.
5	5	Ch.8 Clause 8.3 of tender document. Page 37	The GST/advertisement taxes/any other tax as applicable from time to time, shall be borne by the licensee along with the license fee.	Advertisement taxes, if any should be borne by UPMRC.	Advertisement share to local bodies/ government, if any shall be borne by UPMRC. Please also refer Addendum-3.
6	6			Creative approvals and block allotment takes very much time and clients doesn't wait. We want a process in which approvals shall be given within time frame.	Approval of creatives shall normally be done within three(03) working days and blocks shall be allotted to the licensee as per technical feasibility on priority basis.
(A)		QYERY RECEIVED THROUGH CPP PORTAL			
7	1	Ch. 5, clause 5.1. & 5.1.8. of tender document. Page 27	-----	Which places are to be advertised for inside and outside of stations Please provide detail of site location blue print for advertisement space.	Advertising space shall be available as per scope of work given in clause no. 5.1 of chapter 5 of tender document. The licensee shall prepare and submit advertising plan for approval of UPMRC. Please also refer clause 5.1.8 (a) of chapter 5 of tender document.

S. NO.	Bidder's S. No.	Clause No./ Volume/ Page No.	Existing Provision	Bidder's Query	UPMRC's Reply
8	2	Ch.5, clause 5.1.1 of tender document. Page no. 26	The station would be handed over for Co-Branding activities, on "as is where is basis". Suffix/prefix of the brand name can be done with the existing name of the metro station. For the station mentioned under scope X1 & X2, suffix/prefix of brand name is to be done as per approved format, attached at Annexure-10.	What is "as is where is basis" in annexure 1 page no 26 clause (5.1.1)	Please refer Addendum-3.
9	3			Full advertisement space utilized for only one brand or we can publish various brand advertisement in one station.	The licensee shall be allowed to advertise any number of brands on the metro station subject to approval of creatives by UPMRC. Please also refer clause no. 5.1.7(Page 28) of chapter 5 of the tender document.
10	4	Ch. 5, clause 5.3 of tender document Page no. 29	The Licensee shall have to earmark upto 5% of total advertisement spaces at each station for carrying out social marketing activities or social messages by UPMRC in consonance with its CSR policy. Cost for printing advertisements with regard to social marketing activities or social messages shall be borne by UPMRC.	The advertisement space reserved by UPMRC should keep free all the time or we could use also that space for advertisement when it is vacant.	As per tender conditions, the licensee shall earmark upto 5% of total advertisement spaces at each station for carrying out social messages by UPMRC. Cost of printing these advertisements shall be borne by UPMRC. Printing and placement on the earmarked spaces shall be done by the licensee immediately after issuance of instructions from UPMRC.

Summary Sheet of ADDENDUM No.-3: Tender LKCB-04

LKCB-04: REQUEST FOR PROPOSAL FOR CO-BRANDING RIGHTS FOR CCS AIRPORT & AMAUSI METRO STATIONS OF N-S CORRIDOR OF UTTAR PRADESH METRO AT LUCKNOW.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Ch.2, clause (k) of tender document Page no.-3	k) "License Period" means a period of 3 years subsequent to expiry of fitment period after handing over of the station.	k) "License Period" means a period of 3 09 years subsequent to expiry of fitment period after handing over of the station from the commencement of license fee.	Please refer to Annexure-A of Addendum-3. Page 3R
2			<u>g) "As is where is basis" means licensee shall be licensed the said space, equipments, installations, fittings and fixtures on "as is where is basis" and the licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of UPMRC in writing and when permitted by the licensor the said additions and alterations shall be carried out by the licensee at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Spaces rather licensee shall be required to hand over the licensed space in original condition at the end of license period.</u>	Please refer to Annexure-B of Addendum-3. Page 4R
3	Ch.3, clause 3.4 (ii) of NIT of tender document Page no.-5	ii. License Period - 03 years	ii. License Period- 03 09 Years	Please refer to Annexure-C of Addendum-3. Page 5R
4	Ch.3, clause 3.4- (iv) & (v) of NIT of tender document Page no:5-6		<u>**Tenderer already registered with MSME are exempted from submission of cost of tender document and bid security/ EMD</u>	Please refer to Annexure-D of Addendum-3. Page 7R

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.																		
5	Ch.3, clause 3.5 of NIT of tender document Page no.-7	<p>The bid security amount to be submitted by the bidder for the respective stations is tabulated below:</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Name of Metro</th> <th>Station Bid Security(in Rupees)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CCS Airport</td> <td>1,60,530</td> </tr> <tr> <td>2</td> <td>Amausi</td> <td>1,31,400</td> </tr> </tbody> </table>	S.No	Name of Metro	Station Bid Security(in Rupees)	1	CCS Airport	1,60,530	2	Amausi	1,31,400	<p>The bid security amount to be submitted by the bidder for the respective stations is tabulated below:</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Name of Metro</th> <th>Station Bid Security(in Rupees)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CCS Airport</td> <td>1,60,530 5,00,000</td> </tr> <tr> <td>2</td> <td>Amausi</td> <td>1,31,400 5,00,000</td> </tr> </tbody> </table>	S.No	Name of Metro	Station Bid Security(in Rupees)	1	CCS Airport	1,60,530 5,00,000	2	Amausi	1,31,400 5,00,000	Please refer to Annexure-D of Addendum-3. Page 7R
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2	Amausi	1,31,400 5,00,000																				
6	Ch.3, clause 3.9 of NIT of tender document Page no.-11	3.9 License period shall be for a period of Three (03) years from commencement of license fee.	3.9 License period shall be for a period of Three (03) Nine(09) years from commencement of license fee.	Please refer to Annexure-E of Addendum-3. Page 11R																		
7	Ch.3, clause 3.10 of NIT of tender document . Page no.-11	3.10 The license may be extended by three (03) years on successful completion, to the complete satisfaction of UPMRC, of initial 3 (Three) years on mutually agreeable terms & conditions.	3.10 The license may be extended by three (03) years on successful completion, to the complete satisfaction of UPMRC, of initial 3 (Three) years on mutually agreeable terms & conditions. DELETED																			
8	Ch.6, clause 6.3.1 of tender document . Page no.-31	<p>6.3.1 Payment of License Fee for scope under category X1 (CCS Airport Metro Station) & X2 (Amausi Metro station) shall be paid by the licensee in advance on quarterly basis, atleast seven days before the start of the quarter, in equal proportions.</p> <p>The Annual License Fee and IFSD, both, shall be escalated at the rate of 20% after three year if the contract agreement is extended. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of the extended period.</p>	<p>6.3.1 Payment of License Fee for scope under category X1 (CCS Airport Metro Station) & X2 (Amausi Metro station) shall be paid by the licensee in advance on quarterly basis, atleast seven days before the start of the quarter, in equal proportions.</p> <p>The Annual License Fee and IFSD, both, shall be escalated at the rate of 20% after every three year, on compounding basis if the contract agreement is extended. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of the extended period.</p>	Please refer to Annexure-F of Addendum-3. Page 31R																		

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
7	Ch.7, clause 7.1.2 of tender document . Page no.-33	7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1 of DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to UPMRC, from payable at branches located in Lucknow. The Bank Guarantee shall be valid for a period of 03 Years + 06 Months from the date of issuance of this guarantee and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This guarantee shall come into effect forthwith and shall remain in force upto the license period or the extended period, if any. For the extended period, the guarantee shall have to be renewed.	7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1 of DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to UPMRC, from payable at branches located in Lucknow. The Bank Guarantee shall be valid for a period of 03 09 Years + 06 Months from the date of issuance of this guarantee and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This guarantee shall come into effect forthwith and shall remain in force upto the license period or the extended period, if any. For the extended period, the guarantee shall have to be renewed.	Please refer to Annexure-G of Addendum-3. Page 33R
9	Ch.7, clause 7.2 of tender document . Page no.-34	7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the period as mentioned in clause 7.1.2 above from the commencement date of License Agreement or in case of surrender of license after two years lock in period as per the provisions of clause 7.3 as given below, without consideration of any interest, after adjusting any dues payable to UPMRC and after final settlement, after completion of agreement. In case the contract agreement is extended beyond initial license period of 3 years then IFSD shall be escalated at the rate of 20%. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of extended period.	7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the period as mentioned in clause 7.1.2 above from the commencement date of License Agreement or in case of surrender of license after two years lock in period as per the provisions of clause 7.3 as given below, without consideration of any interest, after adjusting any dues payable to UPMRC and after final settlement, after completion of agreement. In case the contract agreement is extended beyond initial license period of 3 years then IFSD shall be escalated at the rate of 20% after every three year, on compounding basis . The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of extended period.	Please refer to Annexure-H of Addendum-3. Page 34R
10	Ch.8, clause 8.1 of tender document . Page no.-37	8.1 Tenure of License Agreement: Co-Branding license for selected metro stations shall be granted for a period of Three (03) years with lock in period of 2 years after the expiry of fitment period of 75 days i.e. 76th day from the date of receipt of full payment of IFSD for Co-branding activities.	8.1 Tenure of License Agreement: Co-Branding license for selected metro stations shall be granted for a period of Three (03) Nine(09) years with lock in period of 2 years after the expiry of fitment period of 75 days i.e. 76th day from the date of receipt of full payment of IFSD for Co-branding activities.	Please refer to Annexure-I of

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
11	Ch.8, clause 8.3 of tender document . Page no.-37	8.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.	8.3 The GST/ advertisement taxes/any other tax (other than advertisement share to local bodies/ government) as applicable from time to time, shall also be borne by the licensee along with the license fee.	Annexure-I of Addendum-3 Page-37R
12	Ch.8, clause 8.8 of tender document . Page no.-37	8.8 The license shall be further extendable for a period of three (03) years on mutually agreed terms and conditions.	8.8 The license shall be further extendable for a period of three (03) years on mutually agreed terms and conditions. DELETED	
13	ANNEXURE-5 of tender document . Page no. 50	Please refer ANNEXURE-5 (Financial Data for Last 5 Years (Indian Rupees))	Please refer ANNEXURE-5 (Financial Data for Last 5 3 Years (Indian Rupees)	Please refer to Annexure-J of Addendum-3. Page-50R
14	Ch.2, clause (i) of DLA of tender document . Page no-6 of DLA	i) “License Period” means a period of 03 years subsequent to expiry of fitment period subsequent to payment of IFSD amount.	i) “License Period” means a period of 03 09 years subsequent to expiry of fitment period subsequent to payment of IFSD amount from date of commencement of license fee.	Please refer to Annexure-K of Addendum-3 Page-6R of DLA
15	Ch.3, clause 3.1 of DLA of tender document . Page no-7 of DLA	3.1 Scope of Stations forTender LKCB-04) under scope of work are as given in Annexure-11 of RFP. Note: Full inventory of outdoor Advt. space will have to be utilized for same brand which is approved for co-branding at the selected metro station. Atleast 10 sqm of Indoor Advt. space has to be utilized in co-branding rights and balance indoor spaces may be utilized for other advertisement.	3.1 Scope of Stations forTender LKCB-04) under scope of work are as given in Annexure-11 of RFP. Note: Full inventory of outdoor Advt. space will have to be utilized for same brand which is approved for co-branding at the selected metro station. Atleast 10 sqm of Indoor Advt. space has to be utilized in co-branding rights and balance indoor spaces may be utilized for other advertisement.	Please refer to Annexure-L of Addendum-3. Page-7R
16	Ch.5, clause 5.1 of DLA of tender document . Page no-9 of DLA	5.1 Tenure of License Agreement: co-branding rights for CCS Airport & Amausi metro stations of N-S corridor of Lucknow Metro shall be granted for a period of Three (03) years with lock-in period of 2 years after the expiry of fitment period of 75 days i.e 76th day from the date of receipt of full payment of IFSD for Co-branding activities subsequent to issue of Letter of Acceptance (LOA).	5.1 Tenure of License Agreement: co-branding rights for CCS Airport & Amausi metro stations of N-S corridor of Lucknow Metro shall be granted for a period of Three (03) Nine(09) years with lock-in period of 2 years after the expiry of fitment period of 75 days i.e 76th day from the date of receipt of full payment of IFSD for Co-branding activities subsequent to issue of Letter of Acceptance (LOA).	Please refer to Annexure-M of

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
17	Ch.5, clause 5.3 of DLA of tender document . Page no-9 of DLA	5.3 The GST/advertisement taxes/any other tax as applicable from time to time, shall also be borne by the licensee along with the license fee.	5.3 The GST/ advertisement taxes /any other tax (other than advertisement share to local bodies/ government) as applicable from time to time, shall also be borne by the licensee along with the license fee.	Addendum-3. Page-9R of DLA
18	Ch.5, clause 5.9 of DLA of tender document . Page no-9 of DLA	5.9 The license shall be further extendable for a period of three (03) years on mutually agreed terms and conditions.	5.9 The license shall be further extendable for a period of three (03) years on mutually agreed terms and conditions. DELETED	
19	Ch.6, clause 6.2 of DLA of tender document . Page no-10 of DLA	6.2 Schedule of Payment: The Payment Schedule of the license fee for the License period of 03 years, considered after expiry of fitment period (of 75 days i.e. 76th day from the date of receipt of full payment of IFSD only) of the station, shall be as under:	6.2 Schedule of Payment: The Payment Schedule of the license fee for the License period of 03 09 years, considered after expiry of fitment period (of 75 days i.e. 76th day from the date of receipt of full payment of IFSD only) of the station, shall be as under:	Please refer to Annexure-N of Addendum-3. Page-10R of DLA
20	Ch.6, clause 6.2.1 of DLA of tender document . Page no-10 of DLA	6.2.1 Payment of License Fee (along with all taxes) shall be paid by the licensee on quarterly basis in advance, atleast 7 days before the start of quarter. In case the contract agreement is further extended by 3 years, the Combined Annual License Fee and IFSD, both, shall be escalated at the rate of 20% on compounding basis. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of period.	6.2.1 Payment of License Fee (along with all taxes) shall be paid by the licensee on quarterly basis in advance, atleast 7 days before the start of quarter. In case the contract agreement is further extended by 3 years, the Combined Annual License Fee and IFSD, both, shall be escalated at the rate of 20% on compounding basis, after every 3 years . The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of period.	

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
21	Ch.7, clause 7.1.2 of DLA of tender document . Page no-13 of DLA	7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to UPMRC, from/payable at branches located in Lucknow. The Bank Guarantee shall be valid for a period of 03 years + 06 months from the date of issuance of this guarantee and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This guarantee shall come into effect forthwith and shall remain in force upto the above mentioned period or the extended period, if any. For the extended period, the guarantee shall have to be renewed.	7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to UPMRC, from/payable at branches located in Lucknow. The Bank Guarantee shall be valid for a period of 03 09 years + 06 months from the date of issuance of this guarantee and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This guarantee shall come into effect forthwith and shall remain in force upto the above mentioned period or the extended period, if any. For the extended period, the guarantee shall have to be renewed.	Please refer to Annexure-O of Addendum-3. Page-13R of DLA.
22	Ch.8, clause 8.1 of DLA of tender document . Page no-15 of DLA	8.1 GST and Advertisement Tax, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.	8.1 GST and Advertisement Tax other taxes (other than advertisement share to local bodies/ government) , as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.	Please refer to Annexure-P of Addendum-3. Page-15R of DLA
23	clause 4 of ANNEXURE-1 of DLA. Page no-45 of DLA	4. This License is for a period of THREE (03) years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.	4. This License is for a period of THREE (03) NINE(09) years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.	Please refer to Annexure-Q of Addendum-3. Page-45R of DLA
24	General		The amount of Tender Security/EMD fee details is shown as Rs 5.00.000 on CPP Portal webpage (Tender details). Bidders are advised to submit requisite Tender Security/EMD amount in accordance with clause 3.5 of NIT in Bid document. The same is further enumerated below :- (i) In case bid is submitted for one station, Tender Security / EMD amount shall be Rs 5,00,000. (ii) In case bid is submitted for both stations, Tender Security / EMD amount shall be Rs 10,00,000.	

2. Definitions

- a) **“Advertisements” or “Advertising”** means display of any advertisement material including pictures, printed material, electric/electronic media, smartposters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **“Agreement”** means the License Agreement to be executed between UPMRC and the selected bidder in the format approved by UPMRC and includes any amendments, annexure hereto made in accordance with the provision hereof.
- d) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- e) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, which is submitting its bid pursuant to RFP Documents.
- f) **“Bid Security”** means the refundable amount to be submitted by the Bidder along with RFP documents to UPMRC
- g) **“Commencement Date”** means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in RFP document.
- h) **“License”** means the Co-Branding activities/rights granted by UPMRC to the Licensee at Metro Station under terms and conditions of the License Agreement.
- i) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with UPMRC pursuant to the conclusion of the bidding process.
- j) **“License Fee”** means the amount payable by the Licensee to UPMRC as per terms and conditions of the License Agreement.
- k) **“License Period”** means a period of ~~3~~ **09** years ~~subsequent to expiry of fitment period after handing over of the station~~ **from the commencement of the license fee.**
- l) **“UPMRC”** mean Uttar Pradesh Metro Rail Corporation Limited.

ANNEXURE-B

- m) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with UPMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- n) **“Places available for advertisement” or “Advertising Spaces”** means premises at selected Lucknow Metro Station where Co-Branding activities including/excluding Advertisement Rights as per relevant scope are proposed to be granted as per terms and conditions of the agreement.
- o) **“Selected Bidder”** means the bidder who has been selected by UPMRC, pursuant to the bidding process for award of License.
- p) **“Co-Branding”** mean the right assigned to the Licensee to suffix/prefix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.
- q) **“As is where is basis”** means licensee shall be licensed the said space, equipments, installations, fittings and fixtures on “as is where is basis” and the licensee shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of UPMRC in writing and when permitted by the licensor the said additions and alterations shall be carried out by the licensee at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Spaces rather licensee shall be required to hand over the licensed space in original condition at the end of license period.

3. NOTICE INVITING TENDER

- 3.1** Uttar Pradesh Metro Rail Corporation Ltd. (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 crossed the total ridership of approx. 70000 on the very first day of its complete commercial run and it is expected to rise in near future.
- 3.2** In order to fulfil its mandate to raise non-fare revenue, UPMRC invites open e-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 'Co-Branding rights for CCS Airport & Amausi Metro Stations of N-S corridor of Lucknow Metro at Lucknow'. UPMRC shall receive E-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 UPMRC.
- 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 UPMRC 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-04
ii.	License Period	03 09 Years
iii.	Bid documents on sale	From 18.10.2022 (from 11:00 hrs) to 21.11.2022 (upto 15:00 hrs.) on e-tendering website https://etenders.gov.in/eprocure/app. Bid document can only be obtained online on the website https://etenders.gov.in/eprocure/app
iv	Cost of bid document (Non Refundable)_**	Rs. 5900/-(inclusive of 18% GST) (Payment of bid document cost/tender fee is to be made only 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 tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. LKCB-04 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered at the time of online bid submission). (Copy of GST registration no. to be provided along with Bid document cost/ tender fee, if applicable)

v.	Bid/Tender Security_**	<p>Bid Security can be submitted either through RTGS/NEFT or IMPS.</p> <p>Bidder shall have to deposit Bid Security amount for each station, as per NIT, in which the bidder is interested.</p> <ul style="list-style-type: none"> • The instrument type for payment of bid security/ EMD shall be Demand Draft, RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below in subsequent para. • The bidders are required to upload scanned copies of transaction of payment of bid security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time 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. <p>In case of DD, the scanned copy of DD shall be uploaded along with tender submission and the original DD shall be submitted in the office of CE/ Contract on or before the date/time of tender submission end date otherwise the bid shall not be evaluated and is liable to be rejected.</p> <p>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</p>
vi.	Last date of Seeking Clarification	<p>01.11.2022 upto 18:00 Hrs.</p> <p>Tenderers to note that seeking clarification on the tender shall be done by sending it on e-tendering portal only. Seeking clarification by fax or post will not be considered.</p> <p>Queries/clarifications from tenderers after due date and time shall not be acknowledged.</p>
vii.	Pre-Bid meeting	<p>01.11.2022 @ 1500 Hrs</p> <p>The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team etc. All prospective bidders who have made online payment towards the cost of tender</p>

		document shall have to provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the 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 so that links 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: 14.11.2022 (11:00 hrs). Tender submission end date: 21.11.2022 (15:00 hrs).
ix.	Date & time of opening of Bid/Tender	22.11.2022 @ 15:00 Hrs.
x.	Financial Bid opening date	Will be notified after the technical bid opening
xi.	Validity of Bid document	180 days from date of submission of bid.
xii.	Authority and place for purchase of bid documents, seeking clarifications regarding the submission of completed tender documents	Chief Engineer / Contract, Uttar Pradesh Metro Rail Corporation, 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 Bid Document/RFP as mentioned in 3.4(iv) above shall be accepted through RTGS/ NEFT/ IMPS in following account-

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

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

3.5 The bid security amount to be submitted by the bidder for the respective stations is tabulated below:

S.No	Name of Metro Station	Bid Security(in Rupees)
1	CCS Airport	1,60,530 <u>5,00,000</u>
2	Amausi	1,31,400 <u>5,00,000</u>

- 3.9 License period shall be for a period of ~~Three (03)~~ **Nine (09)** years from commencement of license fee.
- ~~3.10 The license may be extended by three (03) years on successful completion, to the complete satisfaction of UPMRC, of initial 3 (Three) years on mutually agreeable terms & conditions. DELETED~~
- 3.11 The intending tenderers must be registered on e-tendering portal <https://etenders.gov.in/eprocure/app> . Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 3.12 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Bid document/RFP can only be downloaded or uploaded using Class-II or Class-III digital signature. However, the tenderer shall upload their tender on <https://etenders.gov.in/eprocure/app> using class-II or class-III digital signature of the authorized signatory only.
- 3.13 Tender submissions shall be done online on <https://etenders.gov.in/eprocure/app> after uploading the mandatory scanned documents towards cost of tender documents and bid security such as scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS or DD/Bank Guarantee submitted against the bid security amount and other documents as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.
- 3.14 Submission of Tenders shall be closed on e-tendering website of employer at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the tenderer to ensure that his tender is submitted online on e-tendering website <https://etenders.gov.in/eprocure/app> before the deadline of submission. The Employer shall not be responsible for any delay, difficulties and/or inaccessibility of the downloading and/or uploading facility from the e-procurement portal for any reason whatsoever.
- 3.15 DELETED.
- 3.16 UPMRC 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 UPMRC for rejection of his proposal.
- 3.17 Tenderers are requested to visit e-tendering portal <https://etenders.gov.in/eprocure/app> regularly for any Employer's issued clarifications, addendum, corrigendum and/or due date extensions.
- 3.18 After successful completion of tender processing, the Letter of Acceptance to the successful bidder shall be uploaded on the e-tendering portal <https://etenders.gov.in/eprocure/app> which can be downloaded by successful bidder. LOA would also be E-mailed to the successful bidder.
- 3.19 In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, UPMRC shall be at liberty to and have full right

6. General Terms for Co-Branding at CCS Airport & Amausi Metro Stations in UPMRC Network

- 6.1 Metro station(s) shall be handed over for Co-branding within 7 days from the date of receipt of full payment of IFSD as stipulated in Letter of Acceptance (LOA). The License period and the license fee shall commence immediately after the expiry of rent free fitment period of 75 days from the date of receipt of full payment of IFSD by UPMRC, subsequent to issue of Letter of Acceptance. The License Agreement shall be executed within 30 days of submission of IFSD.
- 6.2 **Bid Variable:** The bidder shall quote the amount of fixed Annual License Fee (in Rupees) for either or both the categories X1 and X2, as given in BOQ. **The bidder quoting the highest 'Annual License Fee' shall be declared as the 'Selected Bidder' for that respective category of space.**
- 6.3 **Schedule of Payment:**
The Payment Schedule of the license fee for the License period of 10 years, considered after expiry of fitment period (75 days from the date of receipt of full payment of IFSD) of the station, shall be as under:
- 6.3.1 **Payment of License Fee** for scope under category X1 (CCS Airport Metro Station) & X2 (Amausi Metro station) shall be paid by the licensee in advance on quarterly basis, atleast seven days before the start of the quarter, in equal proportions.
- The Annual License Fee and IFSD, both, shall be escalated at the rate of 20% after **every three year, on compounding basis** if the contract agreement is extended. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of the extended period.
- 6.3.2 GST at applicable rates shall also be paid by the licensee to UPMRC along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with License fees.
- 6.4 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.3 to 8.6 of RFP which shall be payable by licensee along with the License fee.
- 6.5 The utility charges including consumption of electricity, etc. shall also be payable by licensee to UPMRC in addition to above in accordance with terms & conditions of the agreement.
- 6.6 The licensee shall preferably make payment of the license fee by DD/NEFT/RTGS in favour of **Uttar Pradesh Metro Rail Corporation Limited** and payable at Lucknow and drawn on a scheduled commercial bank. For NEFT/RTGS, the Licensee shall take

7. **Interest Free Security Deposit / Performance Security** ANNEXURE-G

7.1 **Interest Free Security Deposit/Performance Security**: The Licensee shall pay Interest Free Security Deposit / Performance Security to UPMRC in advance equivalent to the **6 months License Fee**. The interest free security deposit is to be paid in single installment within thirty days (30) of date issue of Letter of Acceptance (LOA). The Interest Free Security Deposit/Performance Security shall be accepted in the following form:

7.1.1 Demand Draft in favor of **Uttar Pradesh Metro Rail Corporation Limited**, payable at Lucknow from a Scheduled Commercial Bank based in India, IFSD shall also be accepted through NEFT/RTGS in the UPMRC's Bank Account, details of which is given below:

UPMRC's bank details	
Beneficiary Name	UTTAR PRADESH METRO RAIL CORPORATION LTD
Beneficiary Address	Vipin Khand, Gomti Nagar, Lucknow, 226010 (UP)
Beneficiary Bank name	HDFC BANK
Bank Branch Address	TEKARI CHAMBERS, ASHOK MARG, LUCKNOW
Account No.	50200009236810
IFSC Code of the Branch	HDFC0001267

7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1 of DLA) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to UPMRC, from payable at branches located in Lucknow. **The Bank Guarantee shall be valid for a period of 03 09 Years + 06 Months from the date of issuance** of this guarantee and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This guarantee shall come into effect forthwith and shall remain in force upto the license period or the extended period, if any. For the extended period, the guarantee shall have to be renewed.

The Scheduled Commercial Bank issuing the above bank guarantee must be on the SFMS (Structured Financial Messaging System) platform. A separate advice of the Bank Guarantee (BG) shall invariably be sent by the issuing bank to the designated bank of UPMRC, through SFMS and only after this the BG shall become operative and acceptable to UPMRC. It is therefore in the interest of licensee to request the BG issuing bank to send advice of the BG through SFMS. UPMRC's bank at present, for confirmation/sending advice of the BG of bank guarantee is detailed as under:

ANNEXURE-H

UPMRC's bank details	
Beneficiary Name	UTTAR PRADESH METRO RAIL CORPORATION LTD.
Beneficiary Address	Vipin Khand, Gomti Nagar, Lucknow, 226010 (UP)
Beneficiary Bank name	HDFC BANK
Bank Branch Address	TEKARI CHAMBERS, ASHOK MARG, LUCKNOW.
Account No.	50200009236810
IFSC Code of the Branch	HDFC0001267

7.1.3 Minimum 25% of the amount of interest free security deposit is to be paid in form of DD/NEFT/RTGS in favor of Uttar Pradesh Metro Rail Corporation Limited and remaining or 75% shall be paid in the form of BG/DD in favour of Uttar Pradesh Metro Rail Corporation Limited. Interest free Security Deposit upto Rs 10.00 lakhs will be accepted in form DD/PO only.

7.1.4 The selected bidder is required to submit the Interest Free Security Deposit/ Performance Security within 30 (Thirty) days from the date of issuance of Letter of Acceptance (LOA). Any request of successful bidder for seeking any clarification/approval/document from UPMRC shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit required amount of Interest Free Security Deposit/Performance Security within 30 days from date of issuance of LOA, penal surcharge payable to UPMRC shall be as follows:

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

7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the period as mentioned in clause 7.1.2 above from the commencement date of License Agreement or in case of surrender of license after two years lock in period as per the provisions of clause 7.3 as given below, without consideration of any interest, after adjusting any dues payable to UPMRC and after final settlement, after completion of agreement.

~~In case the contract agreement is extended beyond initial license period of 3 years then~~ IFSD shall be escalated at the rate of 20% **after every three year, on compounding basis**. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of extended period.

7.3 Surrender of Contract Agreement:

- a) If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure of contract before expiry of the lock-in period of two years, the License Agreement shall have deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by UPMRC. In such a case, the

8. Tenure of License Agreement

ANNEXURE-I

- 8.1 **Tenure of License Agreement:** Co-Branding license for selected metro stations shall be granted for a period of ~~Three (03)~~ **Nine (09)** years with lock in period of 2 years after the expiry of fitment period of 75 days i.e. 76th day from the date of receipt of full payment of IFSD for Co-branding activities.
- 8.2 All advertising/Co-branding spaces/plans as per scope detailed in clause 5.1 of RFP document at CCS Airport & Amausi Metro stations proposed by the Licensee are subject to prior written approval from UPMRC with regard to operational feasibility, aesthetics, and safety & security concerns.
- 8.3 The GST/~~advertisement taxes/~~any other tax (**other than advertisement share to local bodies/ government**) as applicable from time to time, shall also be borne by the licensee along with the license fee.
- 8.4 The property tax applicable, if any, on the property of UPMRC shall be borne by UPMRC.
- 8.5 All other statutory taxes, statutory dues, local levies, as applicable (other as those mentioned above) 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 UPMRC from any claims that may arise from the statutory authorities in connection with this License.
- 8.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 8.7 The non-payment of aforementioned dues within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and UPMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.
- ~~8.8 The license shall be further extendable for a period of three (03) years on mutually agreed terms and conditions. **DELETED**~~
- 8.9 The selected bidder will not ask any compensation or claim from UPMRC if advertisement are not permitted due to local laws/civic authorities. The maintenance of all the advertisements inserts will be borne by selected bidder.

ANNEXURE-J
Annexure-5

Certificate of Statutory Auditor with regard to Eligibility of the Bidder
(On the Letterhead of the Statutory Auditor)

Year wise details of Annual Turnover/ Turnover from Advertisement Business(es) are as under:

No.	Description	Financial Data for Last 5 <u>3</u> Years (Indian Rupees)		
		2019-2020	2020-2021	2021-2022
1.	Annual turnover from all business(es)			
2.	Annual turnover from advertisement business(es)			

NOTE:

- a) Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above.
- b) For Direct bidders, Annual turnover shall mean turnover from all sectors of business(es).
- c) For Third party bidders/ Advertisement firms, the above annual turnover should be from advertisement business(es) only.

Name & address of Applicant's Bankers:
Signature & Seal of the Statutory Auditor
Clearly indicating his/ her
membership number

Chapter: 2

ANNEXURE-K

Definitions

- a) **“Advertisements”** or **“Advertising”** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc. which are not objectionable or prohibited under various statutes, codes, policies, etc. as applicable from time to time.
- b) **“Advertising Tax”** means any amount payable to local government authorities as a result of public display of commercial messages or any other advertisement campaign.
- c) **“Agreement”** means the License Agreement to be executed between UPMRC and the selected bidder.
- d) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- e) **“Commencement Date”** means the date of commencement of License Agreement after expiry of fitment period subsequent to handing over of the station, as defined in RFP document.
- f) **“License”** means the Co-branding activities /rights granted by UPMRC to the Licensee at the selected metro station under terms and conditions of the License Agreement.
- g) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with UPMRC pursuant to the conclusion of the bidding process.
- h) **“License Fee”** means the amount payable by the Licensee to UPMRC as per terms and conditions of the License Agreement.
- i) **“License Period”** means a period of ~~03~~ **09** years ~~subsequent to expiry of fitment period subsequent to payment of IFSD amount~~ **from the commencement of license fee.**
- j) **“UPMRC”** mean Uttar Pradesh Metro Rail Corporation Limited.
- k) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with UPMRC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- l) **“Places available for advertisement”** or **“Advertising Spaces”** means premises at selected Lucknow Metro Station where branding including advertisement rights are proposed to be granted as per terms and conditions of the agreement.
- m) **“Co-Branding”** mean the right assigned to the Licensee to suffix/prefix any brand name with the name of licensed metro station along with other rights in accordance with terms & conditions of the agreement.

Chapter: 3

General Scope of Co-Branding Rights at CCS Airport & Amausi Metro Stations

3.1 Scope of Stations for 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 Clause 5.1 of Chapter 5 of RFP/bid document. The CCS Airport & Amausi metro stations offered for Co-Branding rights (awarded through Tender LKCB-04) under scope of work are as given in Annexure-11 of RFP.

~~Note: Full inventory of outdoor Advt. space will have to be utilized for same brand which is approved for co-branding at the selected metro station. At least 10 sqm of Indoor Advt. space has to be utilized in co-branding rights and balance indoor spaces may be utilized for other advertisement.~~

3.2 Exception to the scope of work mentioned in clause 5.1 in RFP:

- 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, UPMRC staff etc.
- b) UPMRC, 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.
- c) The outside space available shall not include advertising rights on medians/ median grills.
- d) UPMRC shall allow the Telecom licensee to install Data/ Telecom equipments on outside civil structures.
- e) Advertisement by other partners of Metro (viz. Retail, Food & Beverage) shall not be allowed outside their allotted premises though branding of their shops/ products may be allowed in front of allotted space as approved by UPMRC. However, minimum 5 sqm of advertising space or 3% of the advertisement space at each station whichever is higher shall be reserved for promotion of the Metro and related services / partners/offers for commuters' benefit.
- f) In case, in future, any additional advertisement spaces are available at the given metro stations i.e. CCS Airport and Amausi Metro station then UPMRC shall have the right to license such additional advertisement space to other concessionaires.

Chapter: 5 Tenure of License

5 Tenure of License

- 5.1 **Tenure of License Agreement:** co-branding rights for CCS Airport & Amausi metro stations of N-S corridor of Lucknow Metro shall be granted for a period of ~~Three (03)~~ **Nine (09)** years with lock-in period of 2 years after the expiry of fitment period of 75 days i.e 76th day from the date of receipt of full payment of IFSD for Co-branding activities subsequent to issue of Letter of Acceptance (LOA).
- 5.2 All advertising/Co-branding spaces/plans as per the scope detailed in clause 5.1 of RFP document, at the selected metro stations proposed by the Licensee are subject to prior written approval from UPMRC with regard to operational feasibility, aesthetics, safety & security concerns. In this regard, a committee comprising of UPMRC officials shall be formed for granting approval.
- 5.3 The ~~GST/advertisement—taxes/any other tax~~ **(other than advertisement share to local bodies/ government)** as applicable from time to time, shall also be borne by the licensee along with the license fee.
- 5.4 The property tax applicable, if any, on the property of UPMRC shall be borne by UPMRC.
- 5.5 All other statutory taxes, statutory dues, local levies, as applicable (other than those mentioned above) 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 UPMRC from any claims that may arise from the statutory authorities in connection with this License.
- 5.6 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by Licensee.
- 5.7 In case the licensee opts to exit from the contract after the lock in period of two years, it shall give an advance notice of 180 days. This notice of surrender can be given only after a period of 1.5 years, but option to exit will be available only after 2 years.
- 5.8 In case the licensee exits before the lock in period of 2 years, then UPMRC shall have the right to forfeit the Interest Free Security Deposit (IFSD) as per the provisions of this agreement.
- ~~5.9 The license shall be further extendable for a period of Three (03) years on mutually agreed terms and conditions. DELETED~~

Chapter: 6

ANNEXURE-N

License Fee

- 6.1 CCS Airport and Amausi Metro stations shall be handed over for co-branding rights within 7 days from the date of receipt of full payment of IFSD as stipulated in Letter of Acceptance (LOA). The License Fee shall be paid as per the schedule given in clause 6.2 of DLA. The License Agreement shall be executed within 30 days of payment of IFSD.
- 6.2 **Schedule of Payment:** The Payment Schedule of the license fee for the License period of ~~03~~ **09** years, considered after expiry of fitment period (of 75 days i.e. 76th day from the date of receipt of full payment of IFSD only) of the station, shall be as under:
- 6.2.1 Payment of License Fee (along with all taxes) shall be paid by the licensee on quarterly basis in advance, atleast 7 days before the start of quarter.
~~In case the contract agreement is further extended by 3 years, the~~ **The** Combined Annual License Fee and IFSD, both, shall be escalated at the rate of 20% **after every 3 years, on compounding basis**. The additional amount of IFSD due to escalation shall be submitted by the selected bidder within 07 days of the start of period.
- 6.2.2 GST at applicable rates shall also be paid by the licensee to UPMRC along with the above license fee. Any revision in rates of GST (Goods and Services Tax)/or if any other tax becomes applicable due to Govt. policy or legislation, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay the revised GST/or any other tax along with license fees.
- 6.3 The license fee to be paid as per above payment schedule is exclusive of all applicable taxes as per clause 8.1 to 8.5 of this DLA, including GST as applicable which shall be payable by licensee along with the license fee.
- 6.4 The utility charges including consumption of electricity, etc. as per the latest UPERC guidelines shall also be payable by licensee to UPMRC in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by licensee during the whole tenure of license agreement as and when the demand is raised by UPMRC.
- 6.5 The Licensee agrees voluntarily and unequivocally to make all payments to UPMRC as may be due before the due date, without waiting for any formal advice from UPMRC.

Chapter-7

7.0 Interest Free Security Deposit (IFSD) / Performance Security

7.1 The Licensee shall pay Interest Free Security Deposit / Performance Security to UPMRC in advance equivalent to the amount of 6 (Six) months License Fee. Minimum 25% of this amount is to be paid in form of DD/NEFT/RTGS in favor of Uttar Pradesh Metro Rail Corporation Limited and payable in Lucknow, and remaining or 75% in form of BG/DD in favor of Uttar Pradesh Metro Rail Corporation Limited and payable in Lucknow. Interest free Security Deposit up to Rs.10.00 Lakhs will be accepted in form of DD/PO only in favor of Uttar Pradesh Metro Rail Corporation Limited. Interest free security deposit/ performance Security is to be paid in the following form.

7.1.1 Demand Draft/PO in favor of Uttar Pradesh Metro Rail Corporation Limited., payable at Lucknow and issued from a Scheduled Commercial Bank based in India,

7.1.2 Irrevocable Bank Guarantee in the prescribed format (Annexure-1) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to UPMRC, from/payable at branches located in Lucknow. **The Bank Guarantee shall be valid for a period of 03 09 years + 06 months from the date of issuance of this guarantee** and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This guarantee shall come into effect forthwith and shall remain in force upto the above mentioned period or the extended period, if any. For the extended period, the guarantee shall have to be renewed.

The Scheduled Commercial Bank issuing the above bank guarantee must be on the SFMS (Structured Financial Messaging System) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the designated bank of UPMRC, through SFMS and only after this the BG shall become operative and acceptable to UPMRC. It is therefore in the own interest of the licensee to obtain the details of UPMRCs designated bank and request the BG issuing bank to send the advice of the BG through SFMS to UPMRCs Bank.

7.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the period as mentioned in clause 7.1.2 above, from commencement date of License Agreement and after adjusting any dues payable to UPMRC, reconciliation etc without consideration of any interest, or after exit/surrender from the License agreement after completion of Lock in period of two years and on receipt of 180 days prior notice, as per the provisions contained in **RFP (clause 7.3) and as per DLA clause 15.3** after adjustment of any dues payable to UPMRC, without consideration of any interest.

Chapter-8 Taxes and Other Statutory Dues

8.0 Taxes and Other Statutory Dues

- 8.1** GST and ~~Advertisement Tax~~ **other taxes (other than advertisement share to local bodies/ government)**, 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 UPMRC shall be borne by UPMRC.
- 8.3** At present, UPMRC is not liable to share its revenue generated from advertisements inside UPMRC Metro stations with local bodies. However, if UPMRC becomes liable to share revenue with local bodies from advertisements outside/Inside Selected Metro Station in future, then UPMRC shall deposit the due share to local bodies out of its own funds.
- 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 UPMRC 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.

Format of Bank Guarantee

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks and shall be payable at Lucknow)

(only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

This Deed of Guarantee executed at _____ by (Name of Bank) having its Head/Registered office at (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of 'Uttar Pradesh Metro Rail Corporation Limited' (hereinafter called "UPMRC"), having its office at Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow-226010, Uttar Pradesh, India, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

1. UPMRC, with a view to augment its earnings through non-operating revenue, has licensed Co-branding/advertisement activities at **CCS Airport & Amausi Metro Stations** to M/s _____ (hereinafter called "Licensee").
2. _____ UPMRC has agreed to provide to the Licensee, Co-branding spaces on "as is where is basis" in accordance to LOA No. _____ dated _____.
3. Therein after referred to as Co-Branding/ advertisement activities, on payment of License Fee to UPMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of **THREE (03) NINE (09) years** from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by UPMRC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has been