



# 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/LKAR-05/2021-22

Date:29.11.2021

### ADDENDUM -02

Tender ID	2021_UPMRC_93550_1
Tender Ref No	LKAR-05

**Tender Title/Name of work:** "Request for Proposal for Exclusive Advertising Rights in Lucknow Metro Trains of UPMRC Network".

Addendum-02 along with replies to pre-bid queries of subject tender is being issued and uploaded on CPP Portal.

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

  
29/11/21  
**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

**Free-Bid Replies to LKAR-05**

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
1	Ch.3. Clause 3.3.2 (Page No-15)	Financial Bid: The bidder shall quote the monthly License fees for per train set for NS Corridor in the Bill Of Quantity (BOQ) file given in excel format under "Finance" Cover Type in conjunction with Annexure 1. The bidder who quotes the highest amount of Monthly License Fee i.e. TOTAL VALUE (A) (H-1 Bidder) shall be considered for granting exclusive advertisement rights, after assessment by UPMRC.	Is there annexure 1 to be submitted with BOQ? Please explain it.	Annexure-1 is not required to be submitted with the BOQ file.
2	Annexure-1 (Page No- 38)	There are 20 train sets each consisting of 4 coach in Transport Nagar Depot for operation in N-S corridor of UPMRC Network at Lucknow (CCS-Airport to Munshipulia). About 10% trains (2 Nos.) will be under operational maintenance. The no. Of coaches/train sets at depot may increase/decrease at any stage at sole discretion of UPMRC. However, as detailed in Chapter-5, license fee payable will be for 18 train sets (for inside train advertisement) & 4 train sets (for outside train advertisement) or actual operation "train sets-days" whichever is lesser.	Page no 28 clause 5.7 UPMRC may increase or decrease no. of trains for advertisement, so is it compulsory to take increased no of train set for advertisement by licensee or licensee can work on same no of train which are allotted at the time of tender.	As per tender conditions.
3	Ch.6. Clause 6.3 (i) (Page No-31)	The selected Bidder(s)/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to UPMRC equivalent to half yearly (6 months) License Fee as quoted by the bidder for the total number of trains as mentioned in Annexure-1 for the respective line.	Security deposit could be equivalent of 3 month license fees instead of 6 month license fees is too much.	As per tender conditions.

*Dewan Lalday*

**Pre-Bid Replies to LKAR-05**

S. No.	Reference Clauses	Existing Clause	Details / Clarifications Required	UPMRC's Reply
4	Article-3 (DLA), Clause 3.4 (Page No-67R)	All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee shall commence immediately after expiry of fitment period of 30 days from the date of the first handing over of trains by UPMRC 31st day of first handing of trains on N-S Corridor for dvertisements.	Grace period was 30 days after handing over of train as according to previous tender of UPMRC before, it should be minimum 45 Days as per other tender like Indian Railways. But in this tender it is only 15 days.	As per tender conditions. Please also refer to Addendum-2.
5	Annexure-12 (Page No-54)	Annexure-12	Annexure 12 point 3.26 of RFP is not there in tender document.	Please refer to Addendum-2.
6	Annexure-12 (Page No-54)	Annexure-12	Annexure 12 to be submit on letter head or stamp if on stamp then please clarify it for what price of stamp duty?	Annexure-12 has to be submitted on the letter head of the firm duly signed and stamped.

*Hemant Pandey*

## RFP (LKAR-05): Exclusive Advertising Rights in Lucknow Metro Trains of UPMRC Network

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Clause 1.6 (Page No. 6)	—	—	Annexure 1 of Addendum-2. Page. 6R
2	Annexure-12 (Page No. 54)	<p>a) if we resile or withdraw our tender during the period of tender evaluation in case of single package system; or</p> <p>b) If we do not accept the correction of our tender price, in terms of clause 3.26 of RFP, during evaluation of financial proposal; or</p> <p>c) if, having been notified of the acceptance of our tender by UPMRC during the period of tender validity, we</p> <p>a. fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in clause 1.60 of RFP and/or</p> <p>b. fail or refuse to furnish the Performance Security in accordance with Clause 1.60 of RFP AND/OR</p> <p>C. fail or refuse to enter into a Contract within the time limit specified in Clause 1.60 of RFP</p>	<p>a) if we resile or withdraw our tender during the period of tender evaluation in case of single package system;</p> <p>or</p> <p><del>b) If we do not accept the correction of our tender price, in terms of clause 3.26 of RFP, during evaluation of financial proposal; or</del></p> <p>e)b) if, having been notified of the acceptance of our tender by UPMRC during the period of tender validity, we</p> <p>a-(i). fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in clause 1.60 of RFP and/or</p> <p>b-(ii). fail or refuse to furnish the Performance Security in accordance with Clause 1.60 of RFP AND/OR</p> <p><del>C-</del> (iii). fail or refuse to enter into a Contract within the time limit specified in Clause 1.60 of RFP</p>	Annexure 2 of Addendum-2. Page. 54R

*Hemant Pandey*

Summary Sheet of ADDENDUM No.-2 LKAR-05

3	<p>Article-3 (DLA), Clause 3.4 (Page No.67)</p>	<p>All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Fee shall commence immediately after expiry of fitment period of 30 days from the date of the first handing over of trains by UPMRC 31st day of first handing of trains on N-S Corridor for advertisements.</p>	<p>All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of <del>full payment</del> Interest Free Security Deposit (IFSD) as stipulated in Letter of Acceptance. The License Fee shall commence immediately after expiry of fitment period of 30 days from the date of <del>the first</del> handing over of trains by UPMRC 31st day of <del>first</del> handing of trains on N-S Corridor for advertisements.</p>	<p>Annexure 3 of Addendum-2. Page 67R</p>
---	---	--	---	---

*Hemant Baidya*

RFP (LKAR-05): Exclusive Advertising Rights in Lucknow Metro Trains of UPMRC Network

Name of Bank	HDFC Bank
IFSC CODE	HDFC0001267
BRANCH	TEKARI CHAMBERS, LUCKNOW, UTTAR PRADESH
Beneficiary Bank name	HDFC BANK

1.6 **Schedule of Various Stages:** The Licensee shall follow the following time lines:

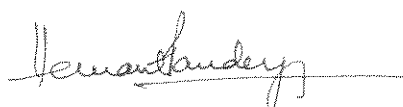
S.No	Stage of Activity	Time Period
1	Payment of Interest Free Security Deposit (equivalent to 6 months license fee) by Licensee	Within <b>30</b> days of issue of Letter of Acceptance (LOA)
2	Payment of Advanced 1 <sup>st</sup> Quarterly License Fees for no. of trains being offered initially	Within 07 days of commencement of License fee
3	Signing of License Agreement	Within 30 days of submitting of Security Deposit
4	Handing over of Metro Trains to Selected Bidder at Depot (copy of handing over / taking over proforma attached with DLA as <b>Annexure -V</b> )	Within <del>15</del> days of issuing of Notice / Handing over note 10 days from receipt of Interest Free Security Deposit (IFSD).

1.7 **Bid Security Declaration:** Bidder shall upload scanned copy of Undertaking for Bid Security Declaration as per **Annexure-12 of RFP** at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.

#### 1.8 Minimum Eligibility Criteria

1.8.1 **Annual Average Turnover:** Bidders shall have a minimum annual average gross turnover of **Rs. 30.77 Lakhs** from advertisement sector(s) in last 3 (three) i.e. 2018-19, 2019-20 & 2020-21 audited financial statements (if applicable) certified by Chartered Accountant with stamp & signature (i.e. gross aggregate turnover of **Rs. 92.31 Lakhs** in the last three financial years stated above).

1.8.2 In addition to above, the tenderer should have executed at least one advertisement work in Metro trains/ Railways also.



## Annexure-12

**UNDERTAKING FOR TENDER SECURITY DECLARATION**

We,.....(Legal Name of the Tenderer/JV/Consortium) hereby confirm that we are submitting the tender..... ( name of work as per Clause 1.1 of RFP) floated by UPMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of UPMRC for a period as specified in the table:

S.No.	Case	Period of ban*
1.	a) If we resile or withdraw our tender during the period of tender evaluation before opening of financial package(in case of two package system); or	One year
2.	a) if we resile or withdraw our tender during the period of tender evaluation in case of single package system; or <del>b) If we do not accept the correction of our tender price, in terms of clause 3.26 of RFP, during evaluation of financial proposal; or</del> e)b) if, having been notified of the acceptance of our tender by UPMRC during the period of tender validity, we a-(i). fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in clause 1.60 of RFP and/or b-(ii). fail or refuse to furnish the Performance Security in accordance with Clause 1.60 of RFP AND/OR G- (iii). fail or refuse to enter into a Contract within the time limit specified in Clause 1.60 of RFP	In all the cases Two Years

\*Period of ban shall be from date of resiling/ withdrawal of this tender or from date of issue of LOA, as the case may be.

**Stamp & Signature of Authorized Signatory of Bidder**

Note: 1. The undertaking shall be signed by authorized signatory of the tenderer. 2. In case of JV/Consortium, above action of debarment shall be taken against each of the constituent members of JV/Consortium.



operations "train set-days" in a month (provided from Operations/Rolling Stock Department of UPMRC) **whichever is lesser**. However, since the payment is to be done in advance on quarterly basis, hence advance payment will be required to be done for 4 train sets for a quarter and any adjustments in license fee (if needed) on actual operations basis will be made in the next installment on the basis of actual wrapped "train set-days" in preceding quarter.

- 3.4) All Metro Trains as detailed in Annexure-I shall be handed over for advertisements within 10 days from the date of receipt of Interest Free Security Deposit (IFSD) ~~full payment~~ as stipulated in Letter of Acceptance. The License Fee shall commence immediately after expiry of fitment period of 30 days from the date of ~~the first~~ handing over of trains by UPMRC i.e 31st day of ~~first~~ handing of trains on N-S Corridor for advertisements.
- 3.5) Along with License Fee, Licensee shall also pay other dues like GST, statutory dues/liabilities, electricity charges, damage/penal charges, pending arrears, etc. as applicable. The present rate of GST is 18%. Any further revision in rates of GST will be applicable from time to time.
- 3.6) The Licensee should preferably make the payments of advance License fee payable on quarterly basis to UPMRC by E-mode i.e. RTGS/NEFT for credit of account of UPMRC Ltd. after taking prior Approval of UPMRC and duly complying with the laid down procedure (Annexure-IV) of UPMRC in this regard.
- 3.7) The trains of Line 1 in depot shall be handed over after due acknowledgment from the concerned depot in-charge as per the prescribed pro-forma Performa given in Annexure-VI. If the licensee fails to take over the trains within 10 days from the date of making payment as per LOA & on receipt of the intimation of handing over by UPMRC, the trains shall be treated as deemed to be handed over from 11th day of receipt of LOA payments by UPMRC. The License fee for coaches/train sets handed over subsequently shall commence immediately after the date of handing over of Trains, without consideration of any fitment period.
- 3.9) The configuration of each train set may be modified by UPMRC at any stage on line 1. UPMRC may induct additional train sets in the given line or withdraw any train set from the service in a particular line, without giving any prior intimation to the Licensee. However, there shall not be any reduction/increase modification in the monthly license fee, except for the provision of increase in license fees for holding beyond 80 car coaches on N-S Corridor as mentioned below.
- 3.10) The amount of the license fee payable to UPMRC shall remain valid up to 80 number of car coaches holding in Line 1 for inside train advertising scope &