



उत्तर प्रदेश मेट्रो रेल कॉरपोरेशन 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/ LKPD-08/2024

Dated: 14.08.2024

ADDENDUM-03

Tender Title/Name of work: Tender LKPD-08: Request for Proposal (RFP) for Developing, Setting Up, Operating and Maintaining Built-Up Commercial Spaces at CCS Airport Metro Station (Ground Floor) of Lucknow Metro.

Addendum-03 along with replies to pre-bid queries of above tender is being issued and uploaded on CPP Portal. Revised excel file of BOQ has also been uploaded on CPP Portal. Further submission end date of tender i.e 02 Sep 2024 upto 15:00 Hrs shall remain unchanged.

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



(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

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Summary Sheet of ADDENDUM No.-3: LKPD-08

Tender – LKPD-08: Request for Proposal (RFP) for Developing, Setting Up, Operating and Maintaining Built-Up Commercial Spaces at CCS Airport Metro Station (Ground Floor) of Lucknow Metro.

S. NO.	Existing Clause / Pg. No.	Clause in Existing Tender Document	Revised Clause	Revised Clause placed as Annexure/ Pg. No.
1	Chapter-I Clause 4(ii).	6 Years	06 <u>15</u> Years	Please refer Annexure- A of Addendum-3. Page-1R
2	Chapter-I Clause 4 (v)	Bid Security can be submitted either through RTGS/NEFT or IMPS. Bidder shall have to deposit Bid Security amount for each space, as per clause 7 of NIT, in which the bidder is interested.	<p><u>Bid Security can be submitted either through RTGS/NEFT or /IMPS, Demand Draft and Bank Guarantee.</u></p> <p><u>Bidder shall have to deposit Bid Security amount for each space, as per clause 7 of NIT, in which the bidder is interested.</u></p> <p><u>i) In case of payment of Bid Security through RTGS, NEFT & IMPS, the bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Bid Security.)</u></p> <p><u>ii) In case of payment of Bid Security through BG/FDR/Demand Draft, the same shall be submitted in original in a sealed envelope in the office of CE/ Contract within due date and time of submission end date of tender.</u></p> <p><u>Validity of Tender Security/EMD in case of BG shall remain valid for a period of 45 days beyond the final bid validity period.</u></p>	Please refer Annexure- B of Addendum-3. Page-2R

3	Annexure-10A of RFP		<u>Format of Bank Guarantee for submission of Bid Security has been added as Annexure-10A.</u>	Please refer Annexure- B of Addendum-3. Page -61A & 61B.
4	Chapter-I Clause 7	The details of spaces along with approximate area and Bid Security is tabulated below: SNo. Space Bid Security 1. 08-CC3-05 2567075/- 2. 08-CC3-06 2279422/-	The details of spaces along with approximate area and Bid Security is tabulated below: SNo. Space Bid Security 1. 08-CC3-05 2567075/- <u>7444048</u> 2. 08-CC3-06 2279422/- <u>6609906</u>	Please refer Annexure- C of Addendum-3. Page -4R
5	Chapter-III Clause 12	“ Carpet Area ” shall mean the net usable floor area within the Metro Station excluding the area that is covered by the walls, staircases, lifts, escalators, ducts, walkways, toilets, air-conditioning plant room and electrical control rooms, but shall include floor area upto spatial limits covered by walls, pillars, signages, advertisement panels and any other structures erected by the Concessionaire.	“ Carpet Area ” shall mean the net usable floor area within the Metro Station excluding the area that is covered by the walls, staircases, lifts, escalators, ducts, walkways, toilets, air-conditioning plant room and electrical control rooms, but shall include floor area upto spatial limits covered by walls, pillars, signages, advertisement panels and any other structures erected by the Concessionaire.	Please refer Annexure- D of Addendum-3. Page -10R
6	Chapter-V Clause 22	License Period shall be for a period of Six (06) years from commencement of license fee.	License Period shall be for a period of Six (06) <u>Fifteen (15)</u> years from commencement of license fee.	Please refer Annexure- A of Addendum-3. Page -19R
7	Chapter-V Clause 23	The license may be extended for the <i>two time periods</i> of ‘Three years each at a time’ on successful completion, to the complete satisfaction of UPMRC, of initial license period (06 years) on escalated rates governed by clause 2.15 of Article:2 (Grant of license and other conditions) of agreement. Further extension of the license beyond 12(6+3+3) years shall be on sole discretion of UPMRC.	The license may be extended for the <i>two time periods</i> of ‘Three years each at a time’ on successful completion, to the complete satisfaction of UPMRC, of initial license period (06 <u>15</u> years) on escalated rates governed by clause 2.15 of Article:2 (Grant of license and other conditions) of agreement. Further extension of the license beyond 12 <u>21(6 15+3+3)</u> years shall be on sole discretion of UPMRC.	Please refer Annexure- A of Addendum-3. Page -19R

8	Chapter-V Clause 24	There shall be a lock in period of Two (02) year from the scheduled date of commencement of License fee for both UPMRC and the concessionaire.		There shall be a lock in period of Two (02) Eight (08) years from the scheduled date of commencement of License fee for both UPMRC and the concessionaire.		Please refer Annexure- A of Addendum-3. Page -19R																		
9	Chapter-V Clause 41.2	Tenancy Guidelines: UPMRC is under process of defining tenancy guidelines for the licensees at metro stations of UPMRC. The tenancy guidelines, as and when notified, shall be binding on the licensee.		<u>DELETED</u>		Please refer Annexure- E of Addendum-3. Page -23R																		
10	Chapter- VI Clause 15, S no. 8	License Period (Initial)	6 years from commencement of License Fee.	License Period (Initial)	6 15 years from commencement of License Fee.	Please refer Annexure- A of Addendum-3. Page -26R																		
11	Annexure-7 of RFP, Clause 3	<table border="1"> <thead> <tr> <th>S No.</th> <th>Space</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>08-CC3-05</td> <td>2567075/-</td> </tr> <tr> <td>2.</td> <td>08-CC3-06</td> <td>2279422/-</td> </tr> </tbody> </table>		S No.	Space	Bid Security	1.	08-CC3-05	2567075/-	2.	08-CC3-06	2279422/-	<table border="1"> <thead> <tr> <th>S No.</th> <th>Space</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>08-CC3-05</td> <td>2567075/- 7444048</td> </tr> <tr> <td>2.</td> <td>08-CC3-06</td> <td>2279422/- 6609906</td> </tr> </tbody> </table>		S No.	Space	Bid Security	1.	08-CC3-05	2567075/- 7444048	2.	08-CC3-06	2279422/- 6609906	Please refer Annexure- C of Addendum-3. Page -51R
S No.	Space	Bid Security																						
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12	Annexure- 9(B) of RFP, S no. 3 & S. no. 8	(3) Sale of liquor and alcohol based drinks or beverages. (8)Selling of Packaged liquor/Alcoholic beverages will not be allowed for any ofthe spaces		(3) <u>DELETED</u> (8) <u>DELETED</u>		Please refer Annexure- F of Addendum-3. Page -58R																		
13	Article 2, Clause 2.18, S no. 8	License Period (Initial)	6 years from commencement of LicenseFee	License Period (Initial)	6 15 years from commencement of LicenseFee	Please refer Annexure- A of Addendum-3. Page -68R																		
14	Article 2, Clause 2.18, S no. 9	Lock-in Period	02 years from commencement of LicenseFe	Lock-in Period	02 08 years from commencement of LicenseFe	Please refer Annexure- A of Addendum-2. Page -68R																		

15	Article 6.10 (a)	If any area in addition to the “space” being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air-conditioning plants, water storage, Antenna etc and other related equipment, UPMRC may provide such space, subject to availability and technical feasibility. For additional space on the same level as the main licensed space, the rate shall be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee shall be taken.	If any area in addition to the “space” being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air-conditioning plants, water storage, Antenna etc and other related equipment, UPMRC may provide such space, subject to availability and technical feasibility. For additional space on the same level as the main licensed space, the rate shall be calculated on pro rata basis of accepted rates i.e. license fees as 50% of the rates of main license fee accepted for the main licensed space on pro rata basis . If the space is given on the terrace or basement then license fee of 50% 20% of the main license fee shall be taken on pro rata basis .	Please refer Annexure- G of Addendum-3. Page -83R
16	Annexure- II of DLA, S. no.3 & S. no. 8	(3) Sale of liquor and alcohol based drinks or beverages. (8) Selling of Packaged liquor/Alcoholic beverages will not be allowed for any of the spaces	(3) <u>DELETED</u> (8) <u>DELETED</u>	Please refer Annexure-F of Addendum-3. Page-122R
17	Annexure-VIII of DLA, Clause 4	This License is for a period of 6 years from date of commencement of License fee, unless otherwise terminated/surrendered earlier or extended further.	This License is for a period of 6 15 years from date of commencement of License fee, unless otherwise terminated/surrendered earlier or extended further.	Please refer Annexure-A of Addendum-3. Page-157R
18	Annexure-VIII of DLA, Clause 23	This guarantee shall come into effect forthwith and shall remain in force upto or the extended period if any and shall not be revoked by the Guarantor at any time without UPMRC’s prior consent in writing. This Guarantee is valid for a period of 6 Years + 6	This guarantee shall come into effect forthwith and shall remain in force upto or the extended period if any and shall not be revoked by the Guarantor at any time without UPMRC’s prior consent in writing. This Guarantee is valid for a period of 6 15 Years + 6 Months from the date of issuance of this guarantee. ([The initial	Please refer Annexure-A of Addendum-3. Page-159R

		<u>Months</u> from the date of issuance of this guarantee. ([The initial period for which this Guarantee will be valid must be for at least 2 years from the start of contract period).	period for which this Guarantee will be valid must be for at least 2 years from the start of contract period).	
19	BOQ		Revised BOQ has been uploaded on CPP Portal.	

Reply to queries : Tender LKPD-08

Tender LKPD-08: RFP for developing, setting up, operating and maintaining Built-up commercial spaces at CCS Airport Metro Station (Ground Floor) of Lucknow Metro

Sl. No.	Reference Volume / Clause	Clause Description	Bidder's Query	UPMRC's Reply
1	NIT Clause 4 (ii) Chapter-V Clause 22 Chapter-V Clause 23 Chapter-V Clause 24 Chapter-VI Clause 15(8) Article 2: Clause 2.18 (8,9) Annexure-VIII Pt No.4,23	License Period - 6 years License Period shall be for a period of Six (06) years from commencement of license fee. The license may be extended for the two time periods of 'Three years each at a time' on successful completion, to the complete satisfaction of UPMRC, of initial license period (06 years) on escalated rates governed by clause 2.15 of Article:2 (Grant of license and other condition) of agreement. Further extension of the license beyond 12(6+3+3) years shall be on sole discretion of UPMRC. There shall be a lock in period of Two (02) year from the scheduled date of commencement of License fee for both UPMRC and the concessionaire.	1. License period should be atleast for 15 years as against 6 years 2.We have a query on Time Limit of Lease period . We are doing many projects of Delhi Metro Corporation and the average time period of most of them is 25-30 years . Delhi being metropolitan city has lesser turnaround period and breakeven period in comparison to Lucknow which is also a major city . We request to increase it to at least 21 years with additional extensions after expiry of this period . The small period of Six years make it difficult for us to properly develop and market the site and moreover will not be financially viable . For Business continuity and win win situation for both of us we require at least 21 years period . 3.To increase the tenure of the contract: The present contract is for a period of six (06) years but it is not possible to invest a huge amount for such a short period. It will not give the investment return in such a short period. Therefore, you are requested to increase the tenure of the above contract.	Please refer Annexure-A (6 pages) of Addendum-3. License Period is revised to 15 years from commencement of License Fee with extensions of two time periods of three years each at a time.
2	Chapter-3 Clause 12	"Carpet Area" shall mean the net usable floor area within the Metro Station excluding the area that is covered by the walls, staircases, lifts, escalators, ducts, walkways, toilets, air-conditioning plant room and electrical control rooms, but shall include floor area upto spatial limits covered by walls, pillars, signages, advertisement panels and any other structures erected by the Concessionaire.	Carpet area definition also includes area covered by signages or pillars for advertisement outside demarcated premises which doesn't make sense	Please refer Annexure-D of Addendum-3.
3	Chapter-4 Clause 8	Brief particulars of the licensed spaces alongwith Reserve Minimum Monthly License fee are tabulated as under: S No. Shop No. Area Res Min Monthly Lic Fee 1. 08-CC3-05 20722sqft 1533428 2. 08-CC3-06 18400 sqft 1361600	1.Minimum Reserve price clause should be excluded from RFP. 2.To reduce the reserve price: The reserve price is too high, kindly reduce it to some extent, so that it will become feasible to participate.	As per tender condition. The Reserve Price for the commercial spaces are for guidance purpose. Bidders may quote the financial offers as per their evaluation. Acceptance/ Rejection of rates quoted by bidders shall be at the sole discretion of UPMRC based on the financial offers received from bidders.
4	Chapter-1 Clause 6(i)	The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the clause 9 of Chapter-1 below. Joint Ventures/Consortiums are not allowed to participate in the bidding process.	Consortium and JV should be allowed to participate in Tender.	As per tender condition.
5	Chapter-1 Clause 12 (b) Article 2.15 (C) Article 4.1.13 (B)	The License model shall be Minimum Monthly License Fee quoted by bidder for the space subject to annual escalation of 6% on compounding basis.	1.Escalation fees should be changed from existing 6% per annum by 15% after every 3 years 2,Secondly we also request for rent increase of 15% every three years as this is universally followed market norm . 3.Escalation: The monthly license fee and IFSD will be escalated by 6% every year. In this regard it is requested that escalate the monthly license fee and IFSD by 15% in every 03 years.	As per tender condition.

Sl. No.	Reference Volume / Clause	Clause Description	Bidder's Query	UPMRC's Reply
6	Chapter 5 Clause 39.4	<p>39.4.1 The Concessionaire is required to participate in all sales and promotion programs, display necessary Metro Stations publicity materials, and support all Metro Stations-wide promotions, and any other marketing or promotional activities as may be organized by UPMRC from time to time. The Concessionaire agrees to co-operate with UPMRC in use of the Location(s) in relation to such promotional activities.</p> <p>39.4.2 The Concessionaire shall, if so required by UPMRC, include UPMRC's brands/ logos/ tag or in such manner as may be required by UPMRC from time to time. Any additional costs incurred in relation to the same including printing costs incurred to print UPMRC's logo on the carrier bags are to be borne by the Concessionaire.</p>	Concessionaire should be excluded from incurring cost in promotion activities being done by UPMRC.	As per tender condition.

Sl. No.	Reference Volume / Clause	Clause Description	Bidder's Query	UPMRC's Reply
7	Chapter 5 Clause 39.5	The Concessionaire shall not sub-contract or grant sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part, except with the prior written permission from UPMRC. However, such sub-contract or sub-concession shall be co-terminus with the Concession Term.	Sub licensing clause mentioning non applicability of sub licensing provision should be excluded	As per tender condition. Bidders to note that sub-licensing is allowed with prior written permission of UPMRC.
8	Chapter 5 Clause 41.2	Tenancy Guidelines: UPMRC is under process of defining tenancy guidelines for the licensees at metro stations of UPMRC. The tenancy guidelines, as and when notified, shall be binding on the licensee.	Tenancy guidelines should be shared with bidders first before finalizing the tender.	Please refer Annexure-E of Addendum-3.
9	Chapter-6 Clause 15 Article 2 Clause 2.18 (6)	Commencement of License Fee i. After 180 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier	Moratorium period should be increased by atleast 12 months	As per tender condition.
10	Chapter 7 Clause 17(c)	Offers received with Minimum Monthly License Fee (for the licensed space(s) in Bill Of Quantity (BOQ) file given in Excel format under "Finance" Cover Type lesser than the Reserve Monthly License Fee are liable to be rejected. However, in exceptional circumstances, UPMRC may accept the highest quoted price marginally less than the Minimum Reserve Monthly License Fee.	Under Clause 17 sub clause (c) It is mentioned that the fess quoted below the minimum reserve price will be liable to be rejected it should be excluded as against mentioned in Pre Bid meeting by UPMRC officials that quotation below reserve price can be made	As per tender condition. The Reserve Price for the commerical spaces are for guidance purpose. Bidders may quote the financial offers as per their evaluation. Acceptance/ Rejection of rates quoted by bidders shall be at the sole discretion of UPMRC based on the financial offers received from bidders.
11	Article 6.7 (g)	The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.	There should be provision for Reserved Parking for the staff and potential customers	As per tender condition.
12			Entrance to the premises should be allowed from Road.	UPMRC may consider the request of bidders on case to case basis depending upon the feasibility at site.
13	Article 6.7 (e)	Water & Drainage: The Water/ drainage for licensed space shall be provided depending upon technical feasibility and availability. UPMRC Water charges as on date, if provided, shall be charged Rs. 1,200/- per month for spaces of carpet area up to 100 sqm and Rs. 2,000/- per month for spaces having carpet area above 100 sqm along with GST (if applicable at any instance of time). Water charge is to be escalated at the rate of 6% annually, on compounding basis	Clause related to increase in water charges at 6% per annum should be removed but should be charged as per the actual rate being charged to UPMRC by authority	As per tender conditions.

Sl. No.	Reference Volume / Clause	Clause Description	Bidder's Query	UPMRC's Reply
14	Article 6.10	If any area in addition to the "space" being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air- conditioning plants, water storage, Antenna etc and other related equipment, UPMRC may provide such space, subject to availability and technical feasibility. For additional space on the same level as the main licensed space, the rate shall be calculated on pro rata basis of accepted rates i.e. license fees accepted for the main licensed space. If the space is given on the terrace or basement then license fee of 50% of the main license fee shall be taken.	Clause mentioning charging of space used for installation of equipments for Air Conditioning and other such utilities required for operation of space should be relaxed.	Please refer Annexure-G of Addendum-3.
15	Article 6.1 (a)	to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, fire fighting, telecommunication, etc.;	UPMRC should be responsible to upgrade the Infrastructure if required as per bye laws to obtain Fire NOC	As per tender condition.
16	Chapter-1 Clause 6(vii)	The Commercial spaces offered in this tender are considered ideal for categories as mentioned in Annexure-9A of document except banned Items/ negative list given in Annexure-9B of Bid document.	Clause regarding the sale of items and any promotion activities from the premises should be discretionary to the Concessionaire and UPMRC shall not have any preference unless it includes sale of banned items as defined by Govt.	As per tender condition. Please also refer Annexure-F (2 pages) of Addendum-3.
17	Article 7.21	The Concessionaire shall intimate UPMRC about any promotional programme launched at the Licensed Outlets and shall also obtain prior written approval of UPMRC for all temporary or additional furnishings, fittings, counters and decorations to be used for such promotions.	UPMRC should assist Concessionaire in promoting the premises by helping concessionaire to install signboard beyond licensed space and on boundary walls.	UPMRC may consider the request of bidders on case to case basis depending upon the feasibility at site.
18	Article 7.30.2	The Concessionaire shall not store, stock, exhibit or sell any item which are repugnant to the public order, decency or morality. The Concessionaire shall not permit or suffer the Licensed space or any part thereof to be used or occupied as a place for lodging, dwelling or sleeping, auction, gambling or any unlawful purpose or any other purpose not in consonance with the purposes for which the Concession is granted.	UPMRC should remove clause which restrict lodging, dwelling or sleeping in premises as the stores are allowed to operate 24/7	There is no restriction from UPMRC on 24/7 operation of these commercial spaces. However, licensee has to adhere the guidelines/ rules of local administration.
19	Article 7.30.5	The Concessionaire shall not put up or permit to be put up on any exterior part of the Licensed space or in or upon the windows, doors or glass panels, any curtains, banners, placards, posters, signs or other advertisements whatsoever without the prior consent in writing of UPMRC and at the request of UPMRC or its agents, to remove any of such items inside the Licensed space to which UPMRC may object and at the end of the Concession Term to remove all such items put up by the Concessionaire at the Licensed space and make good all damage caused by their removal.	UPMRC should remove clause which restricts concessionaire from making changes in exterior walls of built up area as any F&B brands need to install exhaust fan , chimney outlet to operate.	The licensee shall seek prior approval of UPMRC before installation.
20	Article 7.31.9	The Concessionaire shall deposit the duplicate keys of the Licensed space(s) and Service Area(s) with UPMRC.	The Concessionaire should be exempted from submitting keys to UPMRC as the store operating will not be comfortable with such provision as there is clause that officials will be allowed to enter the premises	As per tender condition. This provision is for emergency situations where urgent access to concession space is required. In normal circumstances, UPMRC official shall not enter the concession space in absence of staff of concessionaire. The key may be kept in a glass window shelf/ case to be break open only in emergency case.
21	Chapter-1 Clause 6(vii)	The Commercial spaces offered in this tender are considered ideal for categories as mentioned in Annexure-9A of document except banned Items/ negative list given in Annexure-9B of Bid document.	1.Clause mentioning Sale of liquor and alcohol should be removed 2.Need information for liquor can approve in this area.	Agreed. Licensee has to obtain requisite permit from concerned Authority regarding the same. Please also refer Annexure-F (2pages) of Addendum-3.

Sl. No.	Reference Volume / Clause	Clause Description	Bidder's Query	UPMRC's Reply
22	Annexure-IV (E)	Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved names are Hitachi / O-general / Daikin / Carrier.	Clause related to Specification of Air Conditioning should be removed as space is large and system like VRV will be more effective and brands like Bluestar and Mitsubishi has been left out of list	VRV system of reputed make is also permitted in view of large spaces.
23	Article 7.8	The Concessionaire shall obtain requisite utility connections with proper request to UPMRC. All these connections shall come under the applicability of utility charges and shall be paid by concessionaire in accordance with the provisions of the Agreement.	Etp facility at site	ETP is not available at site. However, STP is available.
24	Chapter-1 Clause 4(viii)	Tender Submission start date: 24.07.2024 (11:00 hrs) Tender Submission end date: 05.08.2024 (15:00 hrs)	Need information for final date of bid	Please Refer Addendum -2

NOTICE INVITING TENDER (NIT)

ANNEXURE-A
(Page 1 of 6)

GENERAL

- 1) Uttar Pradesh Metro Rail Corporation Ltd. (UPMRC) is a Special Purpose Vehicle (SPV) set up by the Government of Uttar Pradesh and the Government of India as a joint venture. This is one of the most ambitious Mass Rapid Transit System (MRTS) projects of the Government which has been executed and operated well within the sanctioned budget and within an extremely compressed deadline. It has achieved the distinction of being the fastest Metro Project construction which has ever happened in this country.
- 2) 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 city.
- 3) In order to fulfil its mandate to raise non-fare box revenue through value capture from its real estate etc., Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites Open bid in two packet Bidding Process from eligible applicants, who fulfil qualification criteria as stipulated in Clause 9 below, through tender “**LKPD-08: Request for Proposal (RFP) for Developing, Setting Up, Operating and Maintaining Built-Up Commercial Spaces at CCS Airport Metro Station (Ground Floor) of Lucknow Metro**”.

4. Key Details:

i.	Bid No.	LKPD-8
ii.	License Period	6 15 Years
iii.	Bid documents Download/ Sale/ Submission date	From 05.06.2024 (from 11:00 hrs) to 05.08.2024 (upto 15:00 hrs.) on CPP Portal https://etenders.gov.in/eprocure/app Bid document can only be obtained online only on CPP Portal https://etenders.gov.in/eprocure/app
iv.	Cost of bid document* (Non Refundable)	Rs. 5900/-(inclusive of 18% GST) Payment of cost of bid document is to be made by RTGS/ NEFT / IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned below.

acceptance to successful Bidder.

ANNEXURE-A
Page 2 of 6

- 21.If a bidder withdraws bid at any stage during finalisation of the case, then UPMRC shall have the right to forfeit his Bid Security amount.
- 22.**License Period** shall be for a period of ~~Six (06)~~ **Fifteen (15)** years from commencement of license fee.
- 23.The license may be extended for the *two time periods* of ‘Three years each at a time’ on successful completion, to the complete satisfaction of UPMRC, of initial license period (~~06~~ **15** years) on escalated rates governed by clause 2.15 of Article:2 (Grant of license and other conditions) of agreement. Further extension of the license beyond ~~12~~ **21**(~~6~~ **15**+3+3) years shall be on sole discretion of UPMRC.
- 24.There shall be a lock in period of ~~Two (02)~~ **Eight (08)** year from the scheduled date of commencement of License fee for both UPMRC and the concessionaire.
- 25.Additional available space(s), if required by the licensee to install any utility/ equipment, can also be provided subject to feasibility and at a License fee suitably worked out by UPMRC based upon the rate of license fee on date of handing over of the additional space(s).
- 26.DELETED
- 27.Successful bidder shall execute license agreement with UPMRC on Rs. One Hundred stamp paper (three stamp papers of Rs. One Hundred each, at their own cost) as per given format of Draft License Agreement, within 30 days of submission of Security Deposit for licensed space(s), bidded for.
- 28.The Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to develop, set up, operate and maintain the Licensed space.
- 29 The license fee along with applicable taxes shall be paid to UPMRC on Quarterly basis in advance to UPMRC by the last working day of the previous quarter. This has also been illustrated below for better understanding of licensee –
- The Billing quarter - 1st April - 30th June
 - Period for the issue of invoice - 1st March - 15th March
 - Last Date of payment of Dues to UPMRC - 31st March
- 30 The Licensee agrees voluntarily and unequivocally to make all payments to UPMRC before the due date, without waiting for any formal advice from UPMRC. If the Licensee does not receive invoice before 7 days of due date of payment, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.
- 31 Licensee shall periodically advise the details of payment deposited with UPMRC. In the case of non-submission of such details, initially Third Party dues, i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of UPMRC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for. The account shall be reconciled by UPMRC on annual basis. Discrepancy, if any, shall be adjusted in next invoice.
- 32 If the Licensee fails to pay or partly pay the license fee and other dues by the

6	Commencement of License Fee	i. After 180 days from submission of IFSD or, ii. Date of start of Shop's operation; Whichever is earlier
7	Payment of Advance License Fee for 1st Quarter to UPMRC by Licensee	Before 7 days of Commencement of License fee.
8	License Period (Initial)	6 15 years from commencement of License Fee

7	Payment of Advance License Fee for 1st Quarter to UPMRC by Licensee	Before 7 days of Commencement of License fee.
8	License Period (Initial)	6 15 years from commencement of LicenseFee
9	Lock-in Period	02 08 years from commencement of License Fee

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

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

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

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

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

- (a) Any amount imposed as a penalty and adjustment for all losses/damages suffered by UPMRC for irregularities committed by the Licensor.
- (b) Any amount which UPMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his servant/ agent.
- (c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- (d) Any other outstanding payment due to UPMRC as per License Agreement, only

4. This License is for a period of **6 15 years** from date of commencement of License fee, unless otherwise terminated/surrendered earlier or extended further.
5. The tender offer submitted by _____ <Name of bidder> having their registered/Corporate office at _____ <Official Address> has been accepted by UPMRC vide LOA No. _____ dated _____ for commercial space no. _____ at _____ metro station.
6. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to UPMRC.
7. The Licensee shall also bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement.
8. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) i.e. amount as per clause 2 of Chapter VI of RFP (Payment Terms/ Details), as security deposit for the performance and fulfilment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of UPMRC.
9. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of UPMRC for the due payment of Rs. _____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

10. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to UPMRC an amount not exceeding Rs. _____ (Rupees _____ only) on the same working day of receipt of a written demand from UPMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
11. The Guarantor agrees that UPMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of UPMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

17. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
18. The Bank agrees that UPMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that UPMRC may have in relation to Licensee's liabilities.
19. The Guarantee shall not be affected by any change in the constitution or winding up of the licensee/the Guarantor or any absorption, merger or amalgamation of the licensee / the Guarantor with any other person.
20. The expressions "Bank", "UPMRC" and "Licensee" hereinbefore used shall include their respective successors and assigns.
21. The Courts at Lucknow shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
22. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee
23. This guarantee shall come into effect forthwith and shall remain in force upto or the extended period if any and shall not be revoked by the Guarantor at any time without UPMRC's prior consent in writing. This Guarantee is valid for a period of **6 15 Years + 6 Months** from the date of issuance of this guarantee. ([The initial period for which this Guarantee will be valid must be for at least 2 years from the start of contract period]).

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank

Signature of authorized Bank official

		The tenderers are required to upload scanned copies of transaction of payment of bid document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference i.e. LKPD-08, 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)	Annexure-B Page 1 of 3
v.	Bid Security*	<p>Bid Security can be submitted either through RTGS/NEFT or/IMPS, <u>Demand Draft and Bank Guarantee.</u></p> <p>Bidder shall have to deposit Bid Security amount for each space, as per clause 7 of NIT, in which the bidder is interested.</p> <p><u>i) In case of payment of Bid Security through RTGS, NEFT & IMPS, the bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Bid Security.)</u></p> <p><u>ii) In case of payment of Bid Security through BG/FDR/Demand Draft, the same shall be submitted in original in a sealed envelope in the office of CE/ Contract within due date and time of submission end date of tender.</u></p> <p><u>Validity of Tender Security/EMD in case of BG shall remain valid for a period of 45 days beyond the final bid validity period.</u></p>	
vi.	Last date of Seeking Clarification	04.07.2024 (18:00 Hrs) 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. Queries/clarifications from tenderers after due date and time shall not be acknowledged.	
vii.	Pre-Bid meeting	04.07.2024 (15:00 Hrs) The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team etc.	
viii	Date & time of Submission of Tender	Tender submission start date: 24.07.2024 (11:00 hrs). Tender submission end date: 05.08.2024 (15:00 hrs).	
ix.	Date & time of opening of Bid/Tender (Technical Bid)	06.08.2024 (15:00 Hrs).	
x.	Validity of Bid document	180 days from tender submission end date.	
xi.	Authority, seeking any clarifications	<p style="text-align: center;">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/ cecontractlmrc@gmail.com)</p>	

***Cost of Tender and Tender Security shall be submitted by the bidders except**

**Annexure 10A (As per Clause 4(v) of NIT)
FORM OF BANK GUARANTEE FOR BID SECURITY**

**Annexure-B
Page 2 of 3**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (here in after called "the Bank") are bound unto Uttar Pradesh Metro Rail Corporation Limited (hereinafter called "the Employer") in the sum of Rs..for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS.....(Name of Bidder) (hereinafter called "the Bidder") has submitted its tender dated for (Name of the work as per clause 3 of NIT) hereinafter called the tender.

AND WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs..... as Bid Security against the Bidderr's offer as aforesaid.

AND WHEREAS.....(Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the UPMRC and the Bidder.

b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.

c. That any account settled between the UPMRC and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

d. That this Guarantee commences from the date hereof and shall remain in force till

e. That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:

a. if the Bidder withdraws his Bid during the period of Bid validity specified in the RFP document, or

b. if the Bidder having been notified of the acceptance of his tender by the UPMRC during the period of Bid validity:

i. fails or refuses to furnish the IFSD in accordance with Clause 2 and Clause 15 of Chapter-15 of RFP and/or

ii. fails or refuses to enter into a Contract within the time limit specified in RFP document

iii. fails or refuse to furnish the unconditional acceptance of LOA within the time limit specified in RFP document.

Annexure-B
Page 3 of 3

We undertake to pay to UPMRC mere on demand without demur upto the above amount upon receipt of his first written demand, without UPMRC having to substantiate his demand provided that in his demand the UPMRC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b) mentioned above, specifying the occurred condition or conditions.

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)

(b) This Bank Guarantee shall be valid up to

(c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

Signature of
Authorized Official of the Bank

Signature of Witness

Name of Official

Name :

Designation

Address :

Stamp/Seal of the Bank.....

Notes:

- i. Stamp paper of appropriate value shall be purchased in name of the bank who issues the Bank Guarantee.
- ii. The Bank Guarantee shall be issued from Scheduled Commercial Bank in India.
- iii. Bank Guarantee should be issued on Structured Financial Messaging System (SFMS) platform..
- iv. The bank details of UPMRC has been given in key details of NIT for the preparation of Bank Guarantees:

shall submit a "Verification Statement" to this effect as per proforma placed at Annexure 1.

- v. Suitable financial/technical strength as per clause 9 of NIT and an aptitude is essential to fall in line and match with the aesthetics and standards for conduct of business demonstrated by UPMRC on its metro stations.
 - vi. **One can bid for any single or both spaces together offered under this tender.**
 - vii. The Commercial spaces offered in this tender are considered ideal for categories as mentioned in Annexure-9A of document except banned Items/ negative list given in Annexure-9B of Bid document.
7. The Details of Spaces along with approximate area and Bid security is tabulated below:

SN	Space	Metro Station	Description	Area (approx.) (Sq. ft.)	Bid Security (in Rupees)
1	08-CC3-05	CCS Airport	Hall 1 behind entry no.2 including additional covered area of 1722 sqft of main entrance hall at ground floor.	20722	2567075/- 7444048
2	08-CC3-06	CCS Airport	Hall 2 behind entry no. 1	18400	2279422/- 6609906

8. Locations of above commercial spaces offered on Metro Stations are shown in drawings attached under Annexure-1. Actual area (carpet area) shall be measured at the time of handing over of the space(s). If there is any major variation in area (i.e. more than +/- 5%), the License fees shall be charged on pro-rata/ actual area basis. Interest free security deposit (IFSD) guarantee will not be readjusted if the variation in area handed over is up to (+/-) 5% else IFSD will also be readjusted according to actual area of the shop. However, such variation in area at the time of handing over of space shall in no case effect the eligibility of the selected bidder for the licensed space under consideration.

9. Minimum Eligibility Criteria:

For demonstrating Technical & Financial Capacity, the Bidder shall satisfy each of the following criteria for participating in one or more than one spaces as tabulated below:-

9.1 Technical Capacity

- I. Bidder must be operating at **least One (1)** outlet for **One (1)** year.

9.2 Financial Capacity

- I. Bidder shall have Annual Turnover from its business of not less than **INR 2.5 Crores (INR- Two Crore Fifty Lakhs)** for at least **1 year** out of last 3 financial years as per Annexure- 7(B).

9.3 Any bidder willing to open an outlet of a company/brand through a

Annexure-7

TECHNICAL BID FORM
(On Official letterhead of the Bidder)

Annexure-C
Page 2 of 2

Dated:

1. I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in space(s) on fixed License Fees basis (subjected to escalation as detailed in RFP).
2. I/ We have studied Bid Document/all Terms of Offer carefully, also surveyed the UPMRC Space(s) offered.
3. I/We offer Bid Security to UPMRC for the below space (s) in accordance with the Bid Document.

S.N	Space	Metro Station	Location	Area (approx.) (Sq. ft.)	Bid security (in Rupees)	Tick mark applicable ones and strike-out others please.	Category of the proposed business (refer-Annexure 9A)
1	08-CC3-05	CCS Airport	Ground	20722	2567075/- 7444048		
2	08-CC3-06	CCS Airport	Ground	18400	2279422/- 6609906		

Eligibility Profile:- For Compliance to Minimum Eligibility Criteria (refer Clause 9 of NIT):-

***For bidders submitting their bid directly:-**

(A) Technical Capacity		
1.	Name of Bidder	
2.a)	Name of the Locations and full particulars of the Outlet [As per NIT]	Location and Address with details:- 1. 2.
2.b)	Entity/Model operating the Business (as mentioned in S. No. 2.a above)	1. 2.
2.c)	Date of start of Operations of company/ brand Outlet (as mentioned in S. No. 2.a above)	1. 2.
3.	No. of years of Experience in business as mentioned in 2 above. Years.
(B) Financial capacity		

ANNEXURE-D

partnership firm or a company having registered office in India.

- 10) **"Bid Security"** means the refundable amount to be submitted by the shortlisted Bidder (Bidder) along with RFP documents to UPMRC.
- 11) **"Brand"** shall mean a type product manufactured or services for customers by the particular company under a particular name or a distinguishing symbol, mark, logo, name, word, sentence or a combination of these items that companies use to distinguish their products or services from the others in the market and for legal protection it is registered as a trade mark either in India or Abroad.
- 12) **"Carpet Area"** shall mean the net usable floor area within the Metro Station excluding the area that is covered by the walls, staircases, lifts, escalators, ducts, walkways, toilets, air-conditioning plant room and electrical control rooms, but shall include floor area upto spatial limits covered by walls, pillars, ~~signages, advertisement panels~~ and any other structures erected by the Concessionaire.
- 13) **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 14) **"Change in Law"** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
 - a) The enactment of any new Indian law
 - b) The repeal, modification or re-enactment of any existing Indian law
 - c) Any change in the rate of any Tax Providedthat Change in Law shall not include:
 - i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- 15) **"Companies Act"** shall mean the (Indian) Companies Act, 1956/ 2013 any amendments or reenactments thereof or any other legislation governing the incorporation and existence of companies in India.

other statutory enactments hitherto in force from time to time during the period of this concession and thereafter. The Concessionaire shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any of the provisions of the Labour Laws. The Concessionaire shall indemnify UPMRC and keep UPMRC indemnified against any claims/cost/damages and penalties in respect of breach of any of the provisions of the laws in force. The employees of the Concessionaire shall have no employee and employer relationship with UPMRC and the concessionaire shall alone be liable and responsible for all rights, benefits and entitlements of its employees under any law.

- b. The Concessionaire shall register with respective authorities as are required by the labour and other laws. The Concessionaire shall remit the PF, ESI and such contributions as envisaged by these Acts and copy of all such remittances (esp. PF & ESI) shall be submitted to UPMRC as directed.
- c. It is clearly stated that the above clause has indicated some of the Labour rules and regulations applicable to employment and this list is only indicative and not exhaustive. However, it shall be the sole responsibility and duty of the bidders to get a clear understanding of the applicable laws from independent and reliable legal sources on their own and comply with the requirements. UPMRC shall not be liable for any omissions on the part of Concessionaire in any issue regarding labour laws, regulations and acts.

41. Miscellaneous conditions:

41.1 UPMRC reserves the right for Independent Third Party Audit by the reputed agencies at the cost of licensee and the licensee will remain under obligation to comply with such audit in the manner set out by UPMRC. The licensee has to cooperate and fulfill all the requirements for such audit.

41.2 DELETED

41.3 The provision of gas bank as per the nature and requirement of license may be considered by UPMRC subject to operational feasibility and availabilities of space and as defined by UPMRC for gas bank.

41.4 Allotment of additional space may be considered by UPMRC subject to requirement of license and availabilities of space. Such allotment shall attract license fee for additional space on pro rata basis of the concession fee. Such allotment will be governed by the terms & conditions of the signed agreement and it will co-terminus with the signed license.

Annexure- 9B

List of Usages Banned/ Negative List

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

Annexure-II

Annexure-F
Page 2 of 2

LIST OF USAGES BANNED/ NEGATIVE LIST

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

area above 100 sqm along with GST (if applicable at any instance of time). Water charge is to be escalated at the rate of 6% annually, on compounding basis.

(f) Telephone: UPMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at his own cost. UPMRC reserves the right not to give such permission.

(g) Parking: The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.

6.8 Services to be Provided by UPMRC:

Reasonable security services for the station building, cleaning, trash removal and washing of the station building premises, adequate lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by UPMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, UPMRC shall not be liable to the licensee therefore provided however that UPMRC shall use its best efforts to restore such services as soon as reasonably possible.

6.9 CCTV surveillance inside space(s)

As per the prevailed guidelines of Government/ UP Police, the licensee shall install Closed Circuit Tele Vision (CCTV) for coverage of entire areas inside the licensed premises. Special care shall be taken for the surveillance of the customers who access the licensed premises. Footage of at least last seven days shall be produced for security purposes and same shall be available if authorized officials of UPMRC/ UP Police inquire for it.

6.10 Additional space for Antenna and Other Utility Equipment:

(a) If any area in addition to the "space" being licensed is required for installing any equipment related to provision of utilities, such as stand by generators, air-conditioning plants, water storage, Antenna etc and other related equipment, UPMRC may provide such space, subject to availability and technical feasibility. For additional space on the same level as the main licensed space, the rate shall be calculated ~~on pro rata basis of accepted rates i.e. license fees~~ **as 50% of the rates of main License Fee** accepted for the main licensed space **on pro rata basis**. If the space is given on the terrace or basement then license fee of **50% 20%** of the main license fee shall be taken **on pro rata basis**.