

**UTTAR PRADESH STATE ROAD TRANSPORT
CORPORATION**

TENDER - FORM

For

**“OFFER TO PLAN, INSTALL AND MAINTAIN Wi-Fi
MEDIUM IN OUR FLEET OF 10500 BUSES AND 250
BUS STATIONS”**

Issued By:

U. P. S. R. T. C.



UTTAR PRADESH STATE ROAD TRANSPORT

CORPORATION, TEHRI KOTHI, M.G.MARG, LUCKNOW

Tel.-0522-2622363 / 2628461 / 2629914, Fax. 2274578

Website – www.upsrtc.com

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TENDER – FORM

For

“OFFER TO PLAN, INSTALL AND MAINTAIN Wi-Fi MEDIUM IN OUR FLEET OF 10500 BUSES AND 250 BUS STATIONS”

1.	Name of Company/ Firm/Individual	_____ _____ _____
2.	Address: (a) Permanent (b) Present (c) e-mail address	_____ _____ _____ _____ _____ _____ _____
3.	Phones	_____ _____ _____
4.	Credentials of key person	

Note :- This page must accompany Envelope-A.

**AUTHORISED
SIGNATORY
OFFICIAL SEAL**

PROGRAMME

A	Tender document to be uploaded on website	06-01-2017
B	Pre-bid meeting at UPSRTC Head Quarter	16-01-2017 at 16:00 hrs.
C	Submission of technical & Financial bid at UPSRTC Head Quarter	27-01-2017 up to 15:00 hrs
D	Opening of Technical bid at UPSRTC Head Quarter	27-01-2017 at 15:30 hrs

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1) SCOPE OF WORK:

UPSRTC intends to provide free Wi-Fi Internet services in UPSRTC Buses and Bus Stations to facilitate the passengers. Bidder has to represent and assured UPSRTC (herein after referred to as Licensor) that

- a) Bidder engaged in the business of providing technology solution to its customers specifically including Wired & Wireless Network Infrastructure and other Value Added Services;
- b) Bidder should be Category 'A' ISP and is in a position to provide high speed internet access using appropriate wired and wireless technology.

This contract is for permission for providing free Wi-Fi internet Services at UPSRTC Buses and Bus Stations for a period of 5 years from the date of this agreement. Licensor will permit the Licensee to install the equipments to provide Wi-Fi internet Services in UPSRTC Buses and Bus Stations as is where basis.

LICENSEE shall complete installation and provide wireless Broad Band connection and other Value Added Services free, with internet services at UPSRTC Buses and Bus Stations at his own cost in specified UPSRTC Buses and Bus Station within ninety days from the date of agreement.

- 1) The Licensor's role in this will be strictly confined to provide suitable space in bus stations for installing equipment without any financial liability whatsoever during the contractual period.
- 2) Entire cost of installation of equipments shall be borne by the Licensee. The Licensee shall operate the system and all related equipments at his own cost and risk. The Licensee has to undertake to operate such system and provide Wi-Fi Internet Services for a period of FIVE(5) years as specified in this agreement.
- 3) The bidder will be granted with the license to install Wi-Fi Internet System and to provide services in UPSRTC Buses and Bus Stations in accordance with the following terms and conditions;
 - I. Licensee shall, at its own cost, design, install, own and maintain all Systems necessary to provide the Services. The agreement does not constitute any lease of any infrastructure. Licensor shall facilitate permissions needed by the Licensee to acquire the following:
 - II. AC Power Supply connection at the network equipment location.
 - III. Implementation, operation, maintenance and management of the Wi-Fi services.
 - IV. Licensee shall take all appropriate action including positioning organizational support to maintain the services.

- V. Licensee will provide the details of revenue and advertisement to be displayed in the medium and after getting the approval of UPSRTC, then only display the advertisement procured and tagged during Wi-Fi services.
- VI. The licensee shall pay the service tax on the gross advertisement revenues earned every month at applicable rate along with all other taxes and shall transfer proposed offered bid revenue sharing percentage by bidder to the licensor which shall be paid within 2nd of every month from the date of agreement. In case of delay in payment of the share of the Licensor the Licensee is liable to pay an interest at 20% per annum for each day of delay beyond the due date. The licensee shall furnish the copies of receipts/vouchers to the Licensor for having paid the service tax to the concerned authorities.
- VII. Failure on the part of Licensee to pay taxes and revenue beyond two (2) months time, the Security Deposit shall be forfeited duly and the contract will be terminated.

2) SUBMISSION OF FINANCIAL PROPOSAL :

The financial proposal must be given as per Annexure-I of this document. The financial bid form must be filled as per instructions on it.

3) QUALIFICATION OF BIDDER:

Bidder quoting highest revenue sharing percentage to UPSRTC will be awarded the tender.

4) SECURITY DEPOSIT:

The licensee has to pay the Security Deposit of Rs 1,00,000/ (Rupees One Lakh only) through the draft in favour of secretary , UPSRTC Lucknow.

- I. The Security Deposit shall be refunded to Licensee 60 days from the date of expiry of the contract period subject to the successful completion of the contract without interest.
- II. The Security Deposit either in whole or in part there of shall be liable to be forfeited without prejudice from Licensee in the event of the Licensee's failure to execute any of the terms and conditions of the agreement, for non-compliance with the terms and conditions therefore in case any dues to the Licensor shall also be revised/adjusted while settlement of Security Deposit.

5) CONTRACT PERIOD AND ITS COMMENCEMENT:

- a) The period of contract will be for FIVE (5) years.
- b) The contract for installing and providing free Wi-Fi internet Services in the Buses and Bus Stations shall be completed within ninety days from the date of the signing agreement.

6) GENERAL TERMS AND CONDITIONS OF THE AGREEMENT:-

- 1) Licensee shall set up to provide free Wi-Fi internet Services in UPSRTC Bus Stations and buses with Zero expenditure to Licensor.
- 2(i) Licensee shall ensure a high level of performance quality in providing the Wi-Fi Services on error free basis. For providing high quality services Licensee shall deploy adequate resources, maintain inventory and take all necessary action.
- 2(ii) Licensee shall procure at the own costs all necessary Approvals, from Government organizations & bodies, as may be required from time to time for rendering the services to Licensor and will inform Licensor about the various regulations.
- 2(iii) Licensee shall facilitate to make available all the reasonable facilities as may be reasonable required by Licensee for providing the Services mentioned in this agreement to Licensee.
- 3) The facility will be exclusively for a period of five (5) years.
- 4) The Licensee shall not levy any charges to passengers for using the Wi-Fi Internet Services.
- 5) The Licensee shall provide necessary passwords/IDs for access to Licensor to view advertisement contents and duration of the advertisement, share in the revenue generated from the advertisement by providing login details.
- 6) The Licensee has to provide 30 seconds advertisement period per login to Licensor to communicate the safety instructions to the passengers.
- 7) Licensee shall at all time keep a record of the revenues collected transparently and report this information with Licensor as and when required as a whole and location wise.
- 8) The Licensee has to produce the certified copies of bilateral agreement entered with his associated agencies to Licensor to ascertain financial transactions.
- 9) The electricity for the Wi-Fi internet equipment will be supplied on payment basis by the Licensor. For any addition space and other equipment, the electricity charges will be charged as per the prevailing Tariffs in UPSRTC.
- 10) Licensee shall provide necessary information that may be required by the Licensor as and when related with the business of advertisements.

- 11) After expiry of the contract, the Licensee shall remove the related equipment within 7 days, failing which, Licensor shall remove the equipment at the cost and risk of Licensee and any expenditure incurred for such act shall be borne by the Licensee or same shall be recovered from Security Deposit.
- 12) The applicable laws and such rules and regulations of India or Rules/Regulation/Directions or Regulator or appropriate access as promulgated/modified/amended or replaced from time to time shall govern the Agreement between the licensor and licensee. The Licensee shall ensure that it has obtained necessary licenses/approvals from all the concerned statutory authorities which are required to be obtained by it to provide the services. The Licensee shall produce all such required document/licenses/approvals to Licensor as and when called upon to furnished records.
- 13) The Licensee is solely liable for any violation of the applicable laws by him and consequential loss or damage caused to Licensor by virtue of such violation shall be indemnified by the Licensee.
- 14) The Licensee shall adhere to all Acts and laws in force applicable to his business and for any violation of such laws, the sole responsibility lies on the Licensee.
- 15) The Licensee shall not Display or advertise any such thing which may offend decency, good morals or promote ill will or hatred amongst any class of public and shall not advertise to promote products like Tobacco, any kind of Pan Masala, Liquor, Alcoholic narcotics obscene material etc. and shall also restrain other advertisement which prohibited under any law.
- 16) No compensation shall be paid by the Licensor for any injury/disability of any kind, death of the workers engaged by the Licensee within the premises of the UPSRTC. In such cases the Licensee is liable to bear the expenses and compensation. The Licensee has to follow and abide by all the prevailing Labour Laws and subsequent amendments if any.
- 17) The Licensee is liable to pay the damage if any cost to the premises or moveable/ property of the Licensor by him or his representatives as determined by the Licensor. The corporation shall have the right to recover such losses towards the damages caused, from the security deposit of the Licensee or by legal proceedings.
- 18) The Licensor reserves the right to terminate or discontinue this service at any point of stipulated time period without giving any reasons thereof.
- 19) The Licensor shall have the right to terminate the Agreement without any notice it in case, the service is not satisfactory.

- 20) The workers employed by the Licensee shall not have any right or claim what so ever for employment in UPSRTC.
- 21) The Licensee shall initiate site survey along with office in charge of the Bus Station and number of Access Points for each location shall be decided during the joint Survey.
- 22) Passenger Feed Back Form/methods should be submitted by the Licensee to the Licensor and get it approved before conducting such feedback process.
- 23) The Licensee has to provide required Bandwidth and coverage radius of Wi-Fi to provide adequate Wi-Fi connection in each Bus Station.
- 24) **No amendments, changes, alterations or modifications to the Agreement to be execute between Licensee and Licensor shall be effective unless in writing and signed by authorized representatives of both the parties and, if required, upon approval by the competent authorities of each party.**
- 25) If any statutory authority imposes any penalty/fines etc and if the licensor is made a party in such penal action, for any acts of violations or commissions or omissions made by the licensee, the licensor has got the authority to keep such amount of the licensee like Security Deposit or any other amount, due to licensor etc., with it until it is proved to the satisfaction of the licensor that such penal action is ceased.

7) **DISPUTE RESOLUTION**

Any dispute between UPSRTC and the contractor will be settled as follows:-

All disputes between the parties arising out of contract, shall be referred for arbitration.

a) Subject to as aforesaid, the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply, to the arbitration proceeding under this clause.

b) All disputes shall be under the jurisdiction of court at Lucknow.

8) **STAMP DUTY**

The Licensee shall have to borne the stamp duty charges as per prevailing law.

9) TAXES

Any surcharge, tax, levy or any statutory payment due toward any government agency shall be borne by the bidder. In case of service tax imposed by the government the payment of the tax shall be the liability of the bidder.

For any further detail/ enquiry or clarifications, please contact:

**GENERAL MANAGER (Mktg.),
UPSRTC, PRIVAHAN BHAWAN,
M.G. MARG, LUCKNOW.
PHONE: 0522-2262363**

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ANNEXURE-I

UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION
PARIVAHAN BHAVAN, TIHRI KOTHI, LUCKNOW- 226001
PHONE- P.B.X.- 2225439, 2222363, 2228461
FAX : 0522-2274526, 2228841,2274578

FINACIAL BID FORM FOR INSTALLATION AND MAINTAINANCE OF WI-FI
IN BUSES AND BUS STATIONS OF UPSRTC

Name of the bidding firm:-----

Address of the bidding firm:-----

Revenue sharing percentage for the buses

Revenue sharing percentage for the bus stations.....

SIGNATURE:
 NAME:
 DESIGNATION
 / SEAL:

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Uttar Pradesh State Road Transport Corporation
Parivahan Bhavan, Mahatma Gandhi Marg,
Lucknow -226001. (UP)
(Fax & Tel No:0522-2623578 ask for extension)

Notification no: 07 CAMD /17-92CAMD /16

Dated: 03-01-2017

TENDER INVITATION FOR INSTALLATION AND MAINTAINANCE OF WI-FI IN BUSES AND BUS STATIONS OF UPSRTC

Sealed tenders are invited from companies, firms and individuals for installing and maintaining Wi-Fi in UPSRTC buses and bus stations. The bidding document costing Rs. 1000.00+VAT can be purchased from office of The Managing Director, UPSRTC Tehri Kothi, M.G. Road, Lucknow-226001 or can be downloaded from our website www.upsrtc.com. If there is any addendum/corrigendum or revision of any dates mentioned in tender document, same shall not be published in news paper but shall be displayed on UPSRTC website. Bidders are advised to visit our website from time to time before submitting tender document.

IMPORTANT DATES

a.	Sale of document start	06-01-2017
b.	Pre bid meeting at UPSRTC Head Quarters	16-01-2017 at 16:00 hrs.
c.	Submission of Proposals UPSRTC Head Quarters	27-01-2017 up to 15:00 hrs
d.	Opening of Technical Proposal (Envelope-A)	27-01-2017 at 15:30 hrs

G.M. (Marketing)