



LUCKNOW SMART CITY LIMITED
(CIN:-U74999UP2015SGC085631)

Registered Office Lucknow Nagar Nigam Head Office, T.N.
Road, Lalbagh, Lucknow.

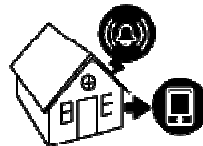
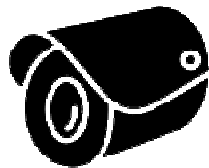
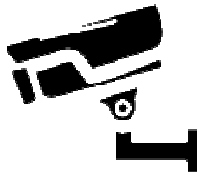
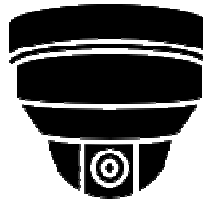
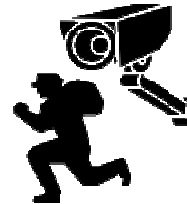
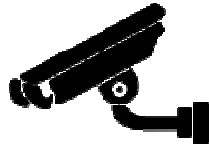
Phone and Fax – 0522-2612639 E-Mail: lkosmartcity@gmail.com

NOTICE INVITING TENDER REFNO -

Date

Request for Proposals from
for

“Installation of CCTV Cameras at Portable Compactor Transfer Station & Municipal Dumping Yards
in the Lucknow Municipal Corporation Area”.



Lucknow Smart City Limited
Lucknow Municipal Corporation, TrilokNath Marg, Lal Bagh
Lucknow 226001, Contact No:-0522-2625886
Email Id:-lkosmartcity@gmail.com
Website: <http://www.tenderwizard.com/LMC>

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

DISCLAIMER:

The information contained in this Request for Proposal document ("RFP") whether subsequently provided to the bidders, verbally or in documentary form by Lucknow Smart City Limited (henceforth referred to as "LSCL" in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers ("Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by LSCL in relation to this scope. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP or seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. LSCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. LSCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. LSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. LSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that LSCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and LSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by LSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and LSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and LSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

SD/-
Chief Executive Officer
Lucknow Smart City Limited (LSCL)

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area

REQUEST FOR PROPOSAL

Lucknow Smart City Limited invites online bids for “ Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”.

Details of schedule for the bid are given below:-

Sl. No.	Activity	Time Lines & Address
1.	Name of the Project	Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area
2.	Online Sale/Download date of Tender documents	16-01-2020 to 07-02-2020 at 15.00Hrs
3.	Pre-bid Meeting date .	25-01-2020 at 12:30 Hrs.in LSCL office, ICC Building, Lalbagh Lucknow
4.	Last date for submission of hard copy.	07-02-2020 till 15:00Hrs
5.	Opening of Technical Bids	07-02-2020 at 16:00Hrs
6.	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
7.	Cost of Bidding Document (Tender Fee)	Tender Fee Rs 28,000/- (Inclusive GST)(Non Refundable) to be paid online through www.tenderwizard.com/LMC
8.	Project Cost	7.00 Crore(Seven Crore Only)
9.	EMD	Rs 14,00,000.00 (Rupees FourteenLakhs Only) (Refundable) through NEFT/RTGS at the E-Tender Portal
10.	Project Tenure	6 Months& Comprehensive O & M 5 years
11.	Location	List Attached

RFP document shall be available on website: www.tenderwizard.com/LMC

For Queries & Clarifications, send e-mail to: lkosmartcity@gmail.com

SD/-

Chief Executive Officer,
Lucknow Smart City Limited(LSCL)

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Instructions to bidders

1.1 About Lucknow Smart City

Lucknow has been selected as one of the Smart Cities under Urban Ministry 100 Smart City Mission. The 100 Smart City Mission was launched by **Hon'ble Prime Minister Shri Narendra Modi ji** on June 21, 2015. **The Municipal Corporation has prepared the Smart City Proposal that will provide smart solutions to the urban infrastructure issues.** The approach towards making Lucknow a Smart City involves improving resource management by adding connectivity and intelligence within existing infrastructure. All of our citywide solutions are envisioned to develop clean, green & efficient Lucknow as a citizen centric city with modern economy & outlook anchored in its traditional heritage & culture with a great quality of life.

The strategic focus and blueprint for Lucknow Smart City will comprise interventions in four focal points namely:

Jeevant Lucknow (Liveable): The stress on physical and social infrastructure emerged as one of the threats & it gets strengthened even more. Now it has become necessary to provide the city with basic infrastructure to meet the demand and supply gap in a proactive approach. A holistic transformation across infrastructure delivery will be carried out in a phased manner to provide better quality of life.

Sugam Lucknow (Mobility): Traffic and transportation has emerged as the major concern, hence resulting as our main theme for city wide intervention. Smart solutions will be implemented in the city in sync to Area Based Development & Pan City Development Programs. Smart Mobility Solutions (smart bus shelters, smart parking solutions etc.) related to the concerns identified would focus on providing better movement of traffic, encouraging walkability and cyclability for commuters ease.

Swachh Lucknow (Clean): Sanitation emerged as another prime concern. Open Defecation, Solid Waste Management, Poor Sanitation, Pollution, Unorganized and inaccessible open spaces emerged as major concern in making Lucknow Smart City. As initiatives are under progress to address these concerns by city Wide Administrations, Smart Interventions on these lies under Smart City in Area Based Development & Pan City Development would help facilitate sustainable Green Solutions. The impact of proposed initiative would result in providing a Safe, Green and Vibrant city level recreational space.

Samruddh Lucknow (Prosperous): Harnessing on its strengths of Heritage, Culture, Handicraft, Cuisine and connectivity to encourage tourism by strengthening the support system that eventually facilitate employment (direct and indirect). This would help conserve the city's unique culture and showcase it to the world.

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

1. SCOPE OF PROJECT

1.1 Lucknow Smart City Limited (LSCL) hereby invites proposal for **“Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”**. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

1.2 Request for Proposals

The purpose of this RFP is to seek the services of reputed firm/agency, which shall **“Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”**. This document provides information to enable the bidders to understand the broad requirements to submit their bids, however bidder should conduct their due diligence to broaden their understanding. The detailed scope of work is provided in this RFP document.

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

1.4 Sale of RFP Document

RFP document can be downloaded from the website of www.tenderwizard.com/LMC. However, the bids of only those Applicants shall be considered for evaluations who have made payment of Rs 28,000/- (Rupees Twenty Eight Thousand Only) for the RFP documents.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the **“Selection Process”**) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. The selection will be done through QLCS (Quality cum Least Cost Based Selection) based on achievement of minimum qualifying marks. In the first stage, a technical evaluation will be carried out as specified in this RFP and as per marking matrix given in this RFP. Bidders will be evaluated and allotted marks as per this marking matrix. Based on this technical evaluation, a list of short-listed applicants shall be prepared which will consist of bidders scoring minimum qualifying marks of 70 or more. In the second stage the financial bid of technically qualified bidders will be opened and a financial evaluation will be carried out as specified. Proposals will finally be ranked according to the Bidder

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the Letter of Acceptance.

- a) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder.

The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable (excluding GST).

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

- b) In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

- c) Where S is the combined score, and Tw and Fw are weights assigned to Technical and Financial Proposal that will be 70:30. Authority reserves the right to further negotiate the prices quoted by the successful bidder.

This is a turnkey based project and Bidder has to quote for every required services and components, strictly as required vide this Tender procurement. Bidders quoting partially will be summarily rejected, without assigning any reason.

1.7 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Sl. No.	Activity	Time Lines & Address
1.	Online Sale/Download date of Tender documents	
2.	Pre-bid Meeting date .	
3.	Last date for submission of hard copy.	
4.	Opening of Technical Bids	
5.	Date of opening of Commercial bids	

1.8 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Lucknow Smart City Limited Office and review the available data at any time prior to PDD. For this purpose, they will provide at least five days' notice to the nodal officer specified in Clause 1.10. Any notice received in less than five days shall not be entertained.

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1.9 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date and Time: As mentioned in details of schedule for the bid

Venue: As mentioned **At Lucknow Smart City Limited office, ICCC Building, Lalabag Girls Inter Collage, Lalbag, Lucknow.**

1.10 Official Contact for the proposal

All communications including the submission of Proposal should be addressed to:

Chief Executive Officer ,
Lucknow Smart City Limited.
Address: ICCC Building, Lalbagh, Lucknow .
Email: lkosmartcity@gmail.com

The Official Website for submission of online Bid is: <http://www.tenderwizard.com/LMC>

1.11 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. for “Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”.

2. Conditions of Eligibility of Applicants

The bidder must possess the requisite experience, organizational strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document.

The bidder must demonstrate the technical expertise, experience, facilities, and capabilities necessary to perform the work in a satisfactory manner.

Following is the Eligibility criteria for bidder interested in undertaking the project::

Basic Eligibility criteria

SN	Eligibility Criteria	Documents Required
1	The Bidder/s shall be a firm/company registered/incorporated in <u>India and must having Exsistence of Seven years</u>	Certificate of Incorporation/Relevant Documents
	The Bidder/s shall be required to submit a true copy of its Incorporation Certificate / Details of legal status, take over / merger/ acquisition / buy outs / name change etc., place of registration and principal place of business of the company or firm or partnership, etc.;	
	In case of Bidder also using qualification documents of any company that is its legitimate part by way of takeover /	Details to be submitted by Bidder

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	merger/ acquisition / buy outs / name change etc., the same should be documented and legally binding.	
2	The Bidder can be manufacturers or their authorized dealers cum authorized service providers for the tendered items, having experience in installation and maintenance of required equipment in Government.	Declaration relating manufacturing or MAF
3	The bidder eligible for participation in the tender shall be single business entity / sole bidder. No consortium or JV is allowed to bid for this project.	Self-declaration
4	The bidder must have average annual turnover of at least Rs.15 Crores during the last three financial years (2016-2017, 2017-2018, 2018-2019).	Audited accounts for mentioned years. A CA certificate to this effect is to be submitted along with Technical Bid.
5	The bidder should have positive net worth of Rs. 3. Crores	Letter of undertaking / CA certificate
6	The Bidder CCTV system should have completed CCTV project – At least 1 project in City wide surveillance projects of value Rs. Seven Crore in last 7 financial years. OR At least 2 in City wide surveillance projects projectsof value Rs. 5 Crore each in last 7 financial years.	Copy of work order / completion certificate / Performance certificate
7	The Bidder or OEM should have completed project – At least 1 similar project of atleast City Wide Surveillance Projects having Minimum 250 CCTV Cameras in last 7 financial years. OR At least 2 similar project of atleast City Wide Surveillance Projects having 150 CCTV Cameras in last 7 financial years.	Copy of work order / completion certificate / Performance certificate
8	The bidder & OEM shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the State government/ Central Government / semi government / PSU / Municipal agencies in India Or Globally. Bidders shall provide such evidence of their continued eligibility satisfactory to the Authority, as the Authority shall reasonably request.	Self -declaration as per ANNEXURE of this RFP
9	The bidder should have valid GST registration certificate and Permanent Account Number (PAN)	Copy of documents
10	Bidder, if not manufacturer, shall enclose Manufacturer's Authorisation form specific to this tender (with tender no, name and date) for items being quoted by them against this Tender, duly issued by a competent authority, in the given format. Note – Any document other than the case specific authorization certificate from the manufacturer, is not accepted. Without case specific OEM MAF, the tender will be summarily rejected.	Case specific authorization certificate from the manufacturer
11	The CCTV system must have quality certifications like ISO, CE, FCC .	Certificates & OEM Declaration

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12	The bidder must provide a minimum warranty of 5 year on the hardware. OEM declaration of the same should be furnished.	Self Declaration in case of Manufacturer or OEM certificate
13	The Bidder should be ISO 9001, 20000 & 27001 certified company.	Certification to enclose
14	Bidder should be registered under EPF and ESI	Details/Certificate to enclose
15	Submitted documents should be duly attested.	As required
16	Bidder should be cleared solvent by any scheduled or national bank for Rs. 10 Crores	solvency certificate required
17	The Bidder must have an operational office in Uttar Pradesh, duly registered under GST Rules, or they may submit an undertaking that within 21 days of award of Contract, they will set up a functional office in Uttar Pradesh along with registration under Uttar Pradesh GST, failing which their EMD will be forfeited.	Details / undertaking needed
18	Bidder has his own service office and infrastructure. In case, Bidder does not have this service infrastructure as on date of tender submission, then Bidder can submit an undertaking that within 15 days of award of order, they will raise their own service infrastructure, failing which their EMD will be forfeited and their company shall be blacklisted. Proof of functional office, existing or to be setup, through copy of GST registration in Uttar Pradesh.	Details / undertaking needed
Other Instructions		
19	Bidder must quote for all the items (including Services) mentioned in the tender. Bidder not quoting for any item will lead to disqualification.	
20	Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Authority in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Authority's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.	
21	Bid valid for a shorter period shall be rejected by the Authority as non-responsive.	
22	In exceptional circumstances, prior to the expiration of the bid validity period, the Authority may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.	
23	At the time the Contract is awarded, the Authority reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in this Tender, Schedule of Requirements without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. Post award of Contract, the Authority may increase the the quantity of Goods and Related Services during the validity of the Bid offer period submitted by bidder, for augmentation and or as per further requirement of the project or any other project of LSCL, at the same price, terms & condition.	
24	The maximum percentage by which quantities may be increased is subject to actual requirement during the validity of Bid. The Authority may request the Bidder to enhance its Bid validity period for future requirement. However, the Bidder shall reserve the right to refusal or acceptance.	

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

25	The Bidder shall warrant that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
26	The Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the user country (India)
27	The warranty shall remain valid for 60 months after the Goods, or any portion thereof as the case may be, from the date of delivery
28	The Authority shall give notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Authority shall afford all reasonable opportunity for the Bidder to inspect such defects
29	The Bidder shall ensure that the operators are also covered under insurance at their cost. Post warranty the bidder shall maintain the product and services as per the rate submitted by the Bidder.
30	Bidders should guarantee that any software supplied as part of the contract mentioned in this RFP are legal licenses. Licenses supplied for all components including all hardware and software should be "Permanent and Lifetime Licenses", which should enable the Authority to use the same during the project as well as after the contract with the selected Bidder is over. This clause extends to OEM of Hardware who supply it as preloaded software
31	All intellectual property rights for the work performed under this RFP as far as data shall be property of Authority. This clause is applicable to all data in any form or format designed and developed for the Authority under this RFP by the Bidder. The Bidder shall not use such data for any other purpose during and after the term of contract.
32	Indemnity : Successful bidder/SI shall indemnify, protect and save Authority against all claims, proceeding, liabilities, losses, costs (including legal costs), damages, expenses and action suits, resulting from infringement of any patent, trademarks, copyrights, any other statutory infringements in respect of all the hardware / software supplied by them or expenses whatsoever arising out of or resulting from any loss or damage to the property or personnel of Authority, relating to the performance of the Project whether or not such loss or damage is caused or contributed to by negligence or other default of SI / vendors or their Authorized User.
33	This Tender restricts bidder from outsourcing any portion of the Scope of Work, as well as requirements vide this tender document. The entire work has to be carried out by the bidder themselves and or through persons on their payroll.

The bidder shall fulfill all of the eligibility criteria independently on date of submission of bid:

- (i) The Applicant should submit a Power of Attorney of authorized representative as per the format at given in this RFP.
- (ii) Bidder must identify the member of the proposed project team, including the project manager and must describe the professional qualification and experience for the staff.
- (iii) Any entity which has been blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- (iv) An Applicant should have, during the last three financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

- (v) The OEM / Bidders are requested to follow NOTIFICATION F.No.8(41)/2012-IPHW dated 17th December 2012 issued by Ministry of Communication and Information Technology Department of Electronics and Information Technology, Government of India regarding policy for preference to domestically manufactured electronic goods in procurement due to security consideration and in Government procurement - Notifying electronic products for Government procurement in furtherance of the Policy. This is policy for preference to domestically manufactured electronic goods in procurement.
- (vi) While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.

3. **Conflict of Interest**

- (i) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- (ii) The Authority requires that the Agency provides professional, objective, and impartial solution and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- (iii) An Applicant eventually appointed for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other similar LSCL Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (Two) years from the completion of this assignment.

4. **Number of Proposals**

No Applicant shall submit more than one Application for the said work.

5. **Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

6. Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting Lucknow Smart City Limited and collection of data and Information required if any.

7. Acknowledgement by Applicant

- i) It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the RFP;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
 - d. satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. acknowledged that it does not have a Conflict of Interest; and
 - f. agreed to be bound by the undertaking provided by it under and in terms hereof.
- ii) The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

8. Right to Reject any or all Proposals

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) Without prejudice to the generality of Clause above, the Authority reserves the right to reject any Proposal if:
 - (i) at any time, a material misrepresentation is made or discovered, or
 - (ii) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

9. Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification:

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

"Queries concerning "Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area".

- i. The Authority shall endeavor to respond to the queries within the period specified therein but not later than five (five) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official e-procurement Website (<http://www.tenderwizard.com/LMC>).
- ii. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.
- iii. The Authority will not respond to any queries received not seven days before Pre Bid Meeting date and time.

10. Amendment of RFP

- (i) At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.
- (ii) All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.
- (iii) In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

11. PREPARATION AND SUBMISSION OF PROPOSAL

a. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

b. Format and signing of Proposal

- (i) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.
- (ii) The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.
- (iii) The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and public shed Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the

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Proposal shall be initiated by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix given in this RFP shall accompany the Proposal.

- (iv) Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

c. Technical Proposal

- (i) Applicants shall submit the digitally signed technical proposal online at <http://www.tenderwizard.com/LMC> in the formats at Appendix (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in clause 1.10 in original on or before the date and time mentioned in this RFP.

- (ii) Approach & Methodology: Technical bid shall consist of following:

The bidder has to give comprehensive plan, Proposed solution, detailed project schedule, team structure, manpower positioning, implementation methodology, training details, management of the project, list of Technology provider etc. in technical bid and shall give an undertaking that the proposed system shall be installed, commissioned, Implemented and complete in all respects adhering to the requirements of this RFP. All the ANNEXURES also should be submitted as prescribed

- (iii) While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - (a) The Bid Security is submitted as per the provisions laid down in this RFP.
 - (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories; Power of attorney, if applicable, is executed as per Applicable Laws;
- (iv) Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.
- (v) The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- (vi) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything

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to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security.

a. Financial Proposal

- (i) The Financial Proposal shall be submitted online only and in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the work, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services to LSCL as per scope given in this RFP.
 - b. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - c. The Financial Proposal shall take into account all expenses .
 - d. GST will be payable extra at the time of Billing.
 - e. Costs shall be expressed in INR only and the price bid should be submitted only online.

b. Submission of Proposal

- (i) The Applicants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. The applicants shall submit the Technical Proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.
- (ii) The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons or Authorised Signatory signing the Proposal.
- (iii) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the <http://www.tenderwizard.com/LMC> duly digitally signed. The financial Proposal shall be submitted online only.
- (iv) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No

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separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

(v) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

(vi) The price should be filled in both, figure and word, failing which the bid will be summarily rejected.

c. Proposal Due Date

(i) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

(ii) The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

d. Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

e. Bid Security

(i) The Applicant shall furnish as part of its Proposal, a bid security of Rs. 14,00,000 (Rupees Fourteen Lakhs Only) (Refundable) payable online through NEFT/RTGS. The copy of the proof of submission of bid security online to be submitted in technical proposal.

(ii) In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting Performance Bank Guarantee.

(iii) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

(iv) The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

(v) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices;
- b. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- c. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;

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- d. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
- e. If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

f. Performance Security

- (i) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - a. If an Applicant engages in any of the Prohibited Practices;
 - b. if the Applicant is found to have a Conflict of Interest as specified overleaf; and
 - c. if the Selected Applicant commits a breach of the Agreement.
- (ii) An amount equal to 10% (Ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security consists of 10% in the form of bank Guarantee which should remain valid for the entire duration of contract. Performance Bank Guarantee shall be returned to prospective bidder within sixty days of expiry of contract period.

12. Bid Formats

a) Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-qualification checklist	As per format provided
2.	Pre-Qualification Bid Covering Letter	As per format provided
3.	About Bidder	As per format provided
4.	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
5.	Annual Turnover	Details of annual turnover with documentary evidence.
6.	Net worth	Details of net worth with documentary evidence.
7.	Certification	Relevant ISO certification
8.	Self-certificate for non- blacklisting clause	As per format provided in section 6.4
9.	Power of Attorney	Documentary evidence as per format provided in Annexure
10.	Project Experience	Citation details of projects as per
11.	No Deviation Certificate	As per format provided
12.	Total responsibility certificate	As per format
13.	All other documents / information	with clarity

b) Technical Bid Format

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Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided
2.	Technical Bid Covering Letter	As per format provided
3.	About Bidder	<ul style="list-style-type: none"> • Details about bidder • Bidder's General Information
4.	Understanding	Details as required in Technical Criteria
5.	Solution proposed	Details as required in Technical Criteria
6.	Project/credential summary	As per format provided
7.	Bidder's Experience	Project citation as per format and supporting documentary evidences and Self-certifications as per format in section 6.7 as applicable
8.	Project Plan and Resources	<ul style="list-style-type: none"> • Project plan as per format • Summary of resources and CV of resources
9.	Manufacturers'/Producers' Authorization Form	As per format provided
10.	Anti-Collusion Certificate	As per format provided
11.	Non-disclosure agreement	As per format provided
12.	All other documents / information	with clarity

13. EVALUATION PROCESS

a. Evaluation of Proposals

- (i) The Authority shall open the Proposals on the PDD. The "Technical Bid" shall be opened first.
- (ii) Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is received in the form specified;
 - (b) it is received by the PDD including any extension thereof;
 - (c) it is accompanied by the Power of Attorney;
 - (d) it contains all the information (complete in all respects) as requested in the RFP;
 - (e) it does not contain any condition; and
 - (f) it is not non-responsive in terms hereof.
- (iii) The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- (iv) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- (v) After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out based on the Least Cost Method.
- (vi) Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

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(vii) Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

"Selection Will be on the basis of QCBS based selection "

b. Technical Evaluation

The proposals from bidders will be evaluated based on evaluation parameters mentioned below. During technical evaluation the bidders will be given marks based on matrix below. A bidder will be declared qualified in technical evaluation on achievement of 70 marks. The bidders who qualify in technical evaluation will be considered for financial evaluation further.

Technical Marking Matrix

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
A. Bidder Profile (max 10 marks)			25	
1	Annual Turnover	Average annual turnover from “Specific Business Areas” as mentioned below for the bidder or over the last three Financial years. (2016-17,2017-18&2018-19) More then 100 Cr – 25 ➤ (Marking for bidder) More than Rs.76 to 100 Cr.= 15 marks ➤ Rs. More than 26 Cr to 75 Cr. =10 marks ➤ Rs. 15Cr to 25 Cr = 05 marks Less than 15 (Fifteen) Cr Not eligible to bid Specific Business Areas - IT Project/IT Infrastructure/IT enabled services.	25	Certificate from the Statutory Auditor on turnover details from the “specific business areas” over the last three (3) financial years
B. Project Experience (Max- 50 marks)			50	
2	Work Experience	The Bidder should have completed project – Project in City wide surveillance in last 7 years of value : ➤ 2 project of 7 Crore – 20 marks ➤ 4 project of 5 Crore Lakhs = 15 marks, ➤ Less than 1 Project of 7 crore or 2 projects of value Rs. 5 Crore = Not Eligible	20	1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.
3		The Bidder should have completed at least 1 project of Outdoor PA systems which can be control via centralize locations ➤ 2 project – 15 marks	15	

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S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		> 1 projects 10 marks,		
4	ISO certification	<p>Bidder Possessing ISO Certification, ISO 9001 = 8 Marks ISO 27001 = 7 Marks</p> <p>The marks for each certification of the bidder shall be added and maximum marks a bidder can get is 15</p>	15	Valid copy of Certifications
C. Approach & Methodology & Solutions proposed (Max. 25 marks)			25	
5	Understanding Deployment/SLA/ Risk Mitigation Plan /A&M/Scalability/ Presentation	<p>Overall project implementation, approach, methodology, Deployment plan/ Risk Mitigation Plan/ Security Aspects/Strategy/SLA Adequacy, robustness and scalability of proposed solution.</p> <p>Technical Presentation in the soft and Hard copy.If required the bidder will have to make presentation in front of Technical evaluation committee.</p> <p>Technical Presentation:</p> <ul style="list-style-type: none"> □ Technical solution, platform components and overall architecture □ Implementation Approach & Plan □ Deployment architecture of the solution components including description of the process to support High availability and scalability □ Deployment & operationalization Procedure □ Integrations and Interoperability of the system with external and internal components/systems □ User Management □ Monitoring Tools proposed & Security features proposed for Project □ Training & Documentation Plan □ Manpower Proposed for the project 	25	Assessment to be based on a dedicated sectional note covering all requirements (in the Technical Proposal submitted by the bidder) and technical presentation in the form of soft and Hard copy with the technical bid.

Note: The bidders should score minimum 70 marks in Technical Evaluation for qualifying to next stage of evaluation.

The bidder shall demonstrate all the features of proposed for the Project through a proof of concept implementation as a part of technical evaluation process at bidder's own cost. Bidder shall give

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presentation if required by Authority on the understanding of the project, and demonstration of the capability of the technological model proposed.

c. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

d. Clarifications

- (i) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- (ii) If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority

14. APPOINTMENT OF AGENCY

a) Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as design, minute details, strategy and roadmap, methodology and quality of the work shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's and the applicant's authorised representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

b) Indemnity

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency appointed.

c) Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account

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of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

d) Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

e) Commencement of assignment

The Agency shall commence the work immediately from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant (L2) for negotiations.

In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

f) Proprietary data

Subject to the provisions of this RFP, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to the Authority in relation to the work shall be the property of the Authority.

15. FRAUD AND CORRUPT PRACTICES

- A. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- B. Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- C. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

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- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

16. PRE-PROPOSAL/PRE-BID CONFERENCE

- i. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in this RFP and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- ii. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

17. Project Completion

The project is required to be completed in a timely manner. Period of Completion of works excluding operation & maintenance period is 4 (Four) months from the date of the signing of contract agreement.

Agency will need to strictly adhere to the implementation schedule and obtain final acceptance as per the implementation schedule. In case there is delay from bidder in obtaining the final acceptance as per the implementation schedule, 0.5% of the delayed contract value will be imposed as liquid damage for every week of delay subject to maximum of 10% of contract value on the agency. In case of a continuous delay

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of 8 weeks the agreement is liable to be terminated at the discretion of the department. Authority may grant time extension to agency on written request from agency but it depends upon the whole discretion of the authority.

18. MISCELLANEOUS

- (i) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- (ii) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- (iii) It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- (iv) All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- (v) The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SPECIAL CONDITION OF CONTRACT

1. SCOPE OF WORK

The Scope of Work is intended as a guide only; LSCL reserves the right to amend/add/delete/edit any of the following items of the scope of work at the cost of the bidder, which shall be binding on the bidder. The proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project.

The scope of work includes supply and installation of IP based CCTV system at several Portable Compactor Transfer Station & dumping yards as specified in Annexure–A. for Lucknow Municipal Corporation Area to make a complete functional IP based CCTV system on turnkey basis and

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

maintenance of the system for five years from the date of acceptance certificate issued by Lucknow Smart City Limited. Successful bidder will be responsible to transfer all the hardware and software component of the project in working condition to Lucknow Smart City Limited after the project period. Successful Bidder will be responsible for Survey, Installation, Integration & Commissioning of the Project along with Comprehensive Operation & Maintenance of the same for Five Years. Electricity connection along with required connectivity shall be arranged by successful agency. LSCL will reimburse only recurring electricity charges quarterly on actual basis. Agency will integrate each installed camera along with other devices with Command & Control Centre of LSCL and also with the Solid Waste Operation Centre of LSCL.

Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

“Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”

A. Documentation

For smooth handing over/transfer of the system at the time of expiry of the contract the bidder has to submit all the relevant documents, working status (at the time of handing over), detailed diagrams and drawings (Software, Hardware, Network Components, Field Equipment's, Components and subcomponents etc. used in the project) and also ensure that the entire system shall be fully functional.

To authenticate this process, appropriate authority will be appointed by Lucknow Smart City Limited (LSCL).

B. Scalability

Scalability: The system should be capable of accommodating future expansion in project if any.

C. Data Privacy

All created, stored, database, processed, archived etc. data will be the property of Lucknow Smart City Limited (LSCL). The data must not be used/transfer in any format without written permission /authorization from authority of Lucknow Smart City Limited (LSCL).

D. Scope of Training

Detailed training shall be arranged for relevant officials for:

Software Operation (End User, Admin User), Operation and management of equipment/ infrastructure at each installation location.

E. Scope of Acceptance Testing

All the functionality, features and configuration relevant to this project shall be documented and demonstrated by the successful bidder. System should run successfully, without any bug to get Acceptance Certificate.

F. Power Supply to the identified CCTV erected poles will be the sole responsibility of successful agency LSCL shall only facilitate of LSCL.

G. The bidder is hereby requested to quote the items mentioned in the BOQ in the unit price to ensure any increase in the project or during the execution of project is factored financially in the quoted BOQ.

H. Scope for Support Service :- Warranty Support for IT & Networking Infrastructure

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

- (i) Selected Bidder shall provide a comprehensive 5 years of warranty from the date of supply of the Hardware.
- (ii) Selected Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered in the RFP.
- (iii) Selected Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- (iv) During the warranty period Selected Bidder shall maintain the systems and repair / replace at the installed site, at no charge to Lucknow Smart City Limited (LSCCL), all defective components that are brought to the Selected Bidder's notice.
- (v) The Selected Bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records for the infrastructure supplied.
- (vi) The Selected Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- (vii) The System Integrator (SI) shall develop and maintain an inventory database to include the registered hardware warranties.
- (viii) Overall monitoring and management of all IT infrastructure deployed by the selected Bidder for the Project, Networking equipment's, system software, application, database, and all other services associated with these facilities to ensure service levels, performance and availability requirements as prescribed in the RFP are met.
- (ix) Replace component due to technical, functional, manufacturing or any other problem with a component of the same make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration.
- (x) The bidders need to submit the authorized service center name, address, contact person name and contact number for the items supplied.

I. Operation & Maintenance Support

- (i) As part of its scope of work the Selected Bidder needs to provide 5 years' Operational & Maintenance Support after successful Implementation. As part of this scope the Selected Bidder will perform the following tasks.
- (ii) Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- (iii) Performance tuning of the system to ensure adherence to performance requirements as indicated in the RFP.

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- (iv) Undertake end-to-end management of database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing schemes to database schema, disk space, user roles, and storage.
- (v) Escalate and co-ordinate with its OEMs for problem resolution wherever required.
- (vi) The selected Bidder will be required to comply with various policies relating to monitoring and management of infrastructure such as IS Policy, backup and archival policy, system software update policy etc.
- (vii) Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- (viii) The Selected Bidder shall provide from time to time the Updates / Upgrades / New releases / new versions / Patches / Bug fixes of the software, operating systems, etc. as required. The Selected Bidder should provide free Updates / Upgrades / New releases / new versions / Patches / Bug fixes of the software and tools to Lucknow Smart City Limited (LSCL) as and when released by OEM.
- (ix) The Selected Bidder shall provide software license management and control. Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.

J. Managed Services

- (i) During the technical support service, the System Integrator will provide required warranty & maintenance services. Accordingly, System Integrator will quote their rates.
- (ii) Deployments of Technical Support Manpower as per the requirement of the project, Technical Support Resources are required to be deployed at the Operation Center to operate the developed Application Software.

1. Manpower

To operate the supplied solution, the successful Bidder will have to provide manpower to operate the system at each location. Deployed persons should have knowledge of CCTV operations as well as should be trained to operate this system.

2. Payment Terms

Payment will be made within fifteen days of submission of bill and satisfaction certificate from the Lucknow Smart City Limited (LSCL). Payment will be released after deduction of tax like TDS and other taxes as per applicable law.

- I. For the purpose of payment the total quote submitted by bidder will be considered in two parts i.e 70% of total bid price will be considered as Capex and rest 30% as Opex cost.
- II. The total payment shall be paid in two part (i) Capex (70% of total bid value) (ii) Opex (30% of total bid value).
- III. The payments will be made as per the given payment schedule:
 - a. Seventy (70) percent of the Capex Price on delivery of all equipment at contractors' Warehouse/Site in Lucknow within thirty (30) days after material dispatch clearance certificates and submission of invoice with all the required supporting documents. Payment

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will be released after receipt of invoice in triplicate with all the requisite documents. LSCL shall make inspection in this regard within 15 days from receipt of invoice and payment will be released soon after the inspection completed by LSCL.

- b. Thirty (30) percent of the Capex Price on completion of erection, testing and commissioning of the system and Equipment's to the complete satisfaction of the Owner and after successful trial run. The payment will be released after the successful trial run.
 - c. Opex portion of the contract price shall be paid over 5 years' time in equal installments (20% per year) towards Comprehensive maintenance (which shall include regular Operation and Maintenance and satisfactory operation of the facility).
 - d. The bidder will have to raise the invoice after end of every quarter along with the monthly report and submit it to LSCL.
- IV. The payment will be made promptly once the invoice is submitted to the LSCL.
- V. If successful bidder requests for Mobilization advance, following conditions shall be applicable –
- a. Mobilization advance can be maximum of 10% of capex value.
 - b. Mobilization advance shall be released only after receipt of Bank Guarantee of 110% of the requested amount and shall be adjusted from first invoice.
 - c. Deduction of TDS shall be made as per the Income Tax provisions.

Note:

- (a) The requirement mentioned in this RFP calls for a complete working system and not components thereof. Bids must be complete with all equipment's and required accessories including mounting and fitting hardware, plugs, sockets and any hardware/software, etc. as required for complete installation of the System under this contract. The minimum suggestive technical specifications including suggestive Bill of Material is given in this RFP. Bidders are required to quote considering all items including optional add-ons as well.
- (b) Authority may increase no. of places from given quantity to need based quantity, as and when required, at same cost, terms & conditions by mutual consent from both party with supplementary agreement. This additional requirement may also extend to any other Project requirement of LSCL, on the reference of this project.

19. Service Level Agreement (SLA)

A. SLA Objectives

Service integrator shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract.

Selected integrator is required to provide minimum 97.99% overall uptime for components/services, measured quarterly.

B. SLA Matrix

The Selected integrator shall provide facility management and Annual Maintenance Contract support services as per SLA matrix given below, subject to force majeure :

S. N.	Service category	Parameter	Expected Service Level
1.	Project implementation	Implementation completion & final acceptance testing	Completion of project with in time limit.
2.	Availability of all hardware in place	100% uptime of the system should be available	>=97.99%

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3.	Manpower	The team should work daily .	>=97.99%
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C. SLA Requirements

Selected integrator should ensure availability of the systems as per SLA matrix. This will exclude scheduled preventive maintenance. Availability shall be calculated on monthly basis. Availability will be based on the report of system logs, equipment logs, downtime and rectification reporting etc. In case the availability for each of the system under Warranty/Annual Maintenance Contract is less than the agreement, the non-performance deduction (i.e. penalty) from scheduled payments for the system under Warranty/Annual Maintenance Contract shall be as per the following table:

S. N.	Parameter	Penalty
1.	2% or below faulty services / reports	No penalty
2.	2% to 10% faulty services / reports	2% penalty on monthly payment of the concerned quarter
3.	More Than 10% faulty services / reports	5% penalty on monthly payment of the concerned quarter

However, if the delay is caused due to reasons outside the control of the Selected integrator, or due to force majeure then the Chief Executive Officer, Lucknow Smart City Limited (LSCL), reserves the right to waive off the penalties.

D. Breach of SLA

In case the Successful Integrator does not meet the service levels mentioned in this RFP, for three (3) continuous time periods, Lucknow Smart City Limited (LSCL) will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: □

- (i) Lucknow Smart City Limited (LSCL) issues a show cause notice to the Successful Integrator.
- (ii) Successful Integrator should reply to the notice within three working days.
- (iii) If authorities are not satisfied with the reply, authorities will initiate stricter penalty for the remaining period of the contract as per their discretion.

20. Support (Annual Maintenance Contract)

Bidder shall provide Comprehensive maintenance support for the faithful and satisfactory performance of the entire integrated system (as per scope of work) for 5 years. Support shall include all the work performed by Bidder including supply, installation, integration, testing and commissioning, maintenance and operation of the system including hardware and software and all equipment's.

The Bidder shall provide maintenance services including replacement of faulty equipment during the support period. During the contract period System / any part of it, may get damaged then integrator should inform cost of replacing the device / part to the Lucknow Smart City Limited (LSCL) Committee and if, Lucknow Smart City Limited (LSCL) Committee finds that it is a fault on the part of vehicle user then same cost to be recovered from the selected System integrator.

If the Selected integrator fails to comply with any of the above, the authority may proceed to take such remedial action as may be necessary at the selected integrator's risk and expense and without prejudice to any other rights, which the authority may have against the selected integrator under the Contract.

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21. Pricing

All prices should be in Indian Rupees.

The quoted prices should be inclusive of all.

Bidder should agree to supply additional unit at rates not exceeding the mentioned rates.

Bidder need to give combined pricing bid for material and services wherever applicable. Bidder shall ensure compliance to all applicable prevailing laws.

22. Risk Management

Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this RFP. The Bidder shall underwrite all the risk related to its personnel deputed under this project as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this project and take all essential steps to reduce and mitigate the risk. Lucknow Smart City Limited (LSCL) will have no liability on this account.

23. Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Lucknow Smart City Limited (LSCL) first gives the Bidder its written consent.

24. Insurance

- (i) The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- (ii) The insurance should be for replacement value from “Warehouse to warehouse (final destination)” on “All Risks” valid upto 3 months till completion of delivery, installation and commissioning
- (iii) Transport of the goods to the project site(s) shall be arranged by the SI at his cost.

25. Assignment, subletting and outsourcing

The whole work included in the Tender shall be executed by the identified vendor and the vendor shall not directly or indirectly transfer, assign sublet, the contract or any part thereof or interest therein without the written consent of Lucknow Smart City Limited (LSCL). In the event of doing so, it shall result in termination of contract and forfeiture of Security Deposit.

26. User License and Patent Rights

- (i) The SI shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Lucknow Smart City Limited (LSCL) is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees to Lucknow Smart City Limited (LSCL).
- (ii) The SI shall indemnify LSCL against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

27. Indemnity

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The successful bidder/System Integrator shall indemnify, defend and hold harmless the contracting authority, and their End Users, and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, arising from or relating to third party claims, demands or actions (collectively, "Claims") arising from or relating to: (a) any breach by the successful bidder/SI or its agents, employees or subcontractors of any of the warranties if any, pertaining to the Software and Documentation that are passed through to End Users; (b) any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from (i) the Software, Documentation or any other Deliverables furnished by the successful bidder/SI or (ii) any act or omission of successful bidder/SI or its agents, employees or subcontractors; and (c) without limiting paragraph (a) above, any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights of any third party by successful bidder/SI or its agents, employees or subcontractors or any Software, Documentation or other Deliverables furnished by successful bidder/SI to the contracting authority.

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

In instances of change in ownership/control of a company during the project period, it shall be the responsibility of the bidder to ensure that new management continues to deliver the terms of the contract. And in cases where there is such a change during the bidding process, the Department/Contracting authority reserves the right to reject the bid.

28. Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of Lucknow Municipal Corporation in its sovereign capacity, wars or revolutions, fires, floods, theft, accidental damage, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify Lucknow Municipal Corporation Limited in writing of such condition and the cause thereof. Unless otherwise directed by Lucknow Municipal Corporation in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Legal matter

- i. The Contract and the transactions contemplated therein shall be governed by and construed in accordance with the laws of India.

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- ii. The Contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent Courts in Lucknow, India.
- iii. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts gives 15 days' notice thereof to the other Party in writing.
- iv. The place of the arbitration shall be Lucknow, Uttar Pradesh.
- v. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time. The proceedings of arbitration shall be in English language.

30. GUARANTEE / WARRANTY

All the supplied goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The goods shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

Bidder shall provide warranty for the faithful and satisfactory performance of the entire integrated system (as per scope of work). Warranty shall include all the work performed by Bidder including supply, installation, integration, testing and commissioning, etc. (Equipment's, Application software)

Warranty, operation & maintenance shall be for a minimum period of 5 years from the date of successful installation / implementation of all the items, whichever is later.

The Bidder shall provide free maintenance services including replacement of faulty equipment during the warranty period.

Bidder shall provide necessary Software updating / upgrading free of cost during the warranty/ guarantee period.

31. Spare parts

- i. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
- ii. Such spare parts as the LSCL may elect to purchase from the Vendor, provided that this selection shall not relieve the Vendor of any warranty obligations under the contract and
- iii. In the event of termination of production of the spare parts, an advance notification to the LSCL of the pending termination, in sufficient time to permit the LSCL to procure needed requirements and.

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- iv. The Vendor shall ensure availability of spares in stock at his nearest service center for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the Authority's sites (b) are necessary to comply with specifications

32. Right to vary quantity

- a) At the time of award of contract, and or during the original validity of this bid and or during the extended validity of this bid, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased as per departmental requirement, for this Project or any other Project of LSCL. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents, and the prices shall be treated as rate contract.
- b) If the Lucknow Smart City Limited (LSCL) does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

33. Termination:

The Authority may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (c) Termination of Contract by the Lucknow Smart City Limited (LSCL) due to non-performance during the execution of Project by giving prior notice 30 days in advance due to:
- Performance is below expected level.
 - Non adherence to the timelines of the Project.
 - Quality of work is not satisfactory.
- (d) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (e) The Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) The Contractor does not maintain a security which is required;
- (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages reaches 10% as defined earlier in liquidated damages; and
- (h) If the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement

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process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

When either party to the Contract gives notice of a breach of contract for a cause other than those listed in above clauses, the Authority shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Authority may terminate the Contract for convenience.

If the Contract is terminated the Contractor shall stop work immediately, and handover the solution to LSCL, as soon as reasonably possible.

34. Payment upon Termination

1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Authority shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority.
2. If the Contract is terminated at the Authority's convenience, the Authority shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the Authority for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

35. Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Lucknow High Court, and their decision would be final and binding to all parties.

In case LSCL chooses to award the contract to an eligible bidder through this tender process, and its subjected to a third party litigation, LSCL would be free to proceed the contract award and works process. If the litigation is in favour of the third party resulting in termination of awarded contract and retendering process, LSCL would pay out the existing Contractor to the tune of work completed upon submission of sufficient proof of material supplied and other expenses incurred.

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ANNEXURES

1. Annexure 1 – Formats for Submission of the Pre-Qualification Bid

Pre-qualification bid checklist

SI#	Checklist Items	Compliance (Yes or No)
1.	RFP Document fees	
2.	Earnest Money Deposit	
3.	Pre-Qualification Covering letter	
4.	Copy of Certification of Incorporation/Registration Certificate <ul style="list-style-type: none"> • PANcard • GST registration 	
5.	Audited financial statements for the last three financial years AND/Or Certificate from the Statutory Auditor/ CA	
6.	Declaration of non-blacklisting	
7.	Power of attorney by Bidder	
8.	Work Experience details and Self-certifications, as Applicable	
9.	Manufacturer Authorization Form	
10.	Understanding of the Project & Implementation Methodology	
11.	Any other document, as specified in the Bid document	

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area

2. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Chief Executive Officer,
Lucknow Smart City Limited

Subject: Request for Proposal for **“Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”**.

Ref: RFP No. <<..... dated <<

Dear Sir,

With reference to your **“Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”** we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the LSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] lakhs and Tender fee of INR []<<FinancialInstrument details...
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of Three Years from the date of Submission of bid prescribed by LSCL and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f) In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document.
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, delivery and discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the LSCL may cancel the bidding process at any time and that LSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

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In case of any clarifications please contact: email contact no.

Thanking you,

Yours sincerely,
(Signature of the bidder) (Printed Name)
Designation
Seal Date: Place:
Business Address:

3. Brief company profile

S	Particulars	Description
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REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

No.		
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	

4. Valid Certificate of Incorporation.

5. Financial Turnover of last 3 years.

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY- 2016- 2017	FY – 2017- 2018	FY – 2018- 2019

***Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.

6. Declaration of Non-Blacklisting (To be provided on the Company letter head)

To,

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area

The Chief Executive Officer,
Lucknow Smart City Limited (LSCL),
Lucknow ,Uttar Pradesh, India

Place

Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **“Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”**.

Ref: RFP No. <<..... dated <<

Dear Sir,

We confirm that our company or firm, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

Seal Date: Place:

Business Address:

7. Self-certificate for Project execution experience (In Bidding Entity’s Letter Head)

This is to certify that < Name of the Bidding entity has been awarded with < Name of the Project. as detailed under:

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

8. Equipment Details

Sr. No.	Item Description	Specification	Manufacturing Company	Make and Model
----------------	-------------------------	----------------------	------------------------------	-----------------------

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Details should be submitted for each equipment mentioned in BoM with technical details along with Datasheets.

Name:

In the capacity of: Signed:
Duly authorized to sign the Authorization for and on behalf of Date:
[Signature] [Company Seal]

9. Undertaking of Providing Training

Date:
To,

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

The Chief Executive Officer
Lucknow Smart City Limited

Sir,

In response to the tender Reference No: I as an owner/Partner/Director of <<Name of Bidder>>, I/We hereby declare that I/We/Our Company <<Name of Bidder>>

Will train manpower and provide proper hand holding support to client as and when needed by client/Tenderer during and after the tenure of project, and I/We will furnish help manual for the entire system with FAQ and general troubleshooting guide.

Name:

In the capacity of: Signed:
Duly authorized to sign the Authorization for and on behalf of Date:
[Signature] [Company Seal]

10. No Deviation Certificate

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

11. Total Responsibility Certificate

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

12. Technical Bid Covering Letter

Date: dd/mm/yyyy

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area

**To,
The Chief Executive Officer ,
Lucknow Smart City Limited (LSCL),
Lucknow, Uttar Pradesh, India**

Subject: Request for Proposal for **“Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”**.

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

I or We, <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of Request for Proposal for **“Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”** do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to LSCL, Government of Uttar Pradesh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure of the RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for Three Years after opening of technical bid. We shall extend the validity of the bid if required by LSCL. If the quoted brand / model becomes obsolete, we shall replace it with equivalent brand / model.

Thanking you,
yours sincerely,
Printed Name&Designation
Seal Date: Place:
Business Address:

13. Overview of Proposed Solution

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

SI. No.	Item
1.	Understanding of requirement and Implementation approach <ul style="list-style-type: none"> • Understanding of requirements • Work Plan & its adequacy
2.	Robustness and quality <ul style="list-style-type: none"> • End to end integrated solution proposed • Hardware deployment and integration approach encompassing all solutions • Timelines and modalities for implementation in a time bound manner • Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fall back strategy and planning during rollout • Any other area relevant to the scope of work and other requirements of the project
3.	Assessment of Manpower deployment, Training and Handholding plan <ul style="list-style-type: none"> • Deployment strategy of Manpower • Contingency management • Mobilization of existing resources and additional resources as required • Training and handholding strategy

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 1										

14. Manufacturers'/Producers' Authorization Form

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To,

**Chief Executive Officer,
Lucknow Smart City Limited (LSCL),
Lucknow , Uttar Pradesh, India**

Subject: Manufacturer's Authorization Form

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development centres at the locations or as per list attached, do hereby authorize (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No..... Dated..... for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by(Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered product will not be end of life for minimum of 6 months from the date of bid submission and the support for such offered product/s will be available for minimum of 5 years from the date of award of contract

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: (Name of the OEM)

Authorized Signatory Name:

Designation:

Place:

Date:

15. **Anti-Collusion Certificate**

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area

[Certificate should be provided by Bidder and on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for **“Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area”**. Lucknow against the RFP issued by LSCL, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed

Name

Designation

Seal

Date:

Place:

Business Address:

16. Formats for Submission of the Commercial Bid

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Date: dd/mm/yyyy

To,
The Chief Executive Officer
Lucknow Smart City Limited (LSCL),
Lucknow, Uttar Pradesh, India

Subject: Request for Proposal for “Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”.

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

I or We, <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of Request for Proposal for “Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”. do hereby propose to provide our services as specified in the bid submitted by us at the following consolidated amount.

Table - Consolidated Cost Summary (Inclusive all Except GST)

SN	Amount	Total Amount in figures (Rs.)	Total Amount in words (Rs.)
1	“Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area”		

Note: The Bidder needs to provision for all costs required to run the application for the entire duration of the contract. They also have to fill BOM provided in BOM Sheet adjacent to financial sheet.

For the purpose of payment the total quote submitted by bidder will be considered in two parts i.e 70% of total bid price will be considered as Capex and rest 30% as Opex cost. Payment shall be made on actual basis.

The bidder should not charge for any separate license fees to LSCL internal and external users for using the software solution.

The quoted prices should be inclusive all. The bidder needs to account for all taxes in the Invoice submitted.

Note: LSCL, reserves the right to increase or decrease resources during the tenure of the contract. Payment for the resources would be made at actual deployment. The Bidder should provide manpower for 5 years.

17. Performance Bank Guarantee

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Ref:

Date

Bank Guarantee No.

<Name.

<Designation.

<Address..

<Phone Nos..

<Fax Nos..

<Email id.

Whereas, <<name of the supplier and address. (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<Name of the assignment> to Lucknow Smart City Limited (hereinafter called “the LSCL”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value>. (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value>. (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>) notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. <Insert Value>. (Rupees <Insert Value in Words> only).
- b. This bank guarantee shall be valid up to (<Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

18. Bank Guarantee for Earnest Money Deposit

To,

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

<Name.
<Designation.
<Address.
<Phone Nos...
<Fax Nos...
<Email id.

Whereas <<Name of the bidder... (Hereinafter called 'the supplier') has submitted the bid for Submission of RFP <<RFP Number.... Dated <<Date.... for <<Name of the assignment.... (Hereinafter called "the Bid") to <<LSCL.....

Know all Men by these present that we <<..... Having our office at <<Address.... (Hereinafter called "the Bank") are bound unto the <<Lucknow Smart City Limited (Hereinafter called "the LSCL") in the sum of Rs. <<Amount in figures.. (Rupees <<Amount in words. only) for which payment well and truly to be made to the said LSCL, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date...

The conditions of this obligation are:

- (i) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) If the Bidder, having been notified of the acceptance of its bid by the LSCL during the period of validity of bid :-
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the LSCL up to the above amount upon receipt of its first written demand, without the LSCL having to substantiate its demand, provided that in its demand the LSCL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date.... and including <<extra time over and above mandated in the RFP.... from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- (i) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures.. (Rupees <<Amount in words.. only)
- (ii) This Bank Guarantee shall be valid up to <<insert date..)

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

- (iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date.>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

19. Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the ___ day of ___ 2019 (Signature and Name of authorized signatory)
(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company
Witness 1:

Witness 2:

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

20. Form of Contract Agreement (Draft)

This contract agreement is made on the [insert: number] day of [insert: month], [insert: year].

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Between

- (1) *[insert: Name of Client]*, (hereinafter called “the Client”), and
- (2) *[insert: name of the bidder]*, (hereinafter called “the bidder”).

Whereas the Client desires for “**Installation of CCTV Cameras at Portable ComactorTransferStation& Municipal Dumping Yards in the Lucknow Municipal Corporation Area**”and submit all deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Article 1 - Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between Dept and the Firm, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement.

- (a) Notification of Award
- (b) The Bid and Price Schedules submitted by the bidder
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Pre-bid conference minutes.
- (f) Bid document with modification if any
- (g) *Any other documents*

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

2. Article 2 - Contract Price and Terms of Payment

2.1 Contract Price

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

The Client hereby agrees to pay to the bidder as amount of **Rs. XXXX** /- for the items mentioned in the Commercial Form. The Contract Price in consideration of the performance by the bidder of its obligations under the Contract.

3. Article 3 - Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date: The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the bidder;
- (b) The bidder has submitted to the Client the Implementation cum performance security.

4. Article 4 – Jurisdiction

Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Lucknow.

5. Article 5 – Appendixes

5.1. The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

5.2. Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

IN WITNESS WHERE OF User and the Selected Firm has caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client (Purchaser) Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

For and on behalf of the Bidder Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

Place: Signature with seal

Date :

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

Technical Specification

Technical Specification			
Bidder Name & Address			
Item No.	Minimum Technical Specifications	Compliance Yes/No	Remarks
A	Surveillance system		
1	The OEM Should have direct presence in India (certificate in India has to be submitted)		

1.1 - 2MP Event 4G Camera

S.no	Technical Specification		Compliance Yes/ No	Remark
1	IMAGE SENSOR	2MP Progressive Scan Digital Image Sensor		
2	SYSTEM	PAL/NTSC		
3	LENS	2-8-12mm lens, Angle of View -98.4°-30.2°		
4	LENS MOUNT	M12		
5	SHUTTER TIME	1/50 ~ 1/10,000 sec/ 1/60 ~ 1/10,000 sec		
6	SLOW SHUTTER	Low/Medium/High		
7	MINIMUM ILLUMINATION	Color: 0.01 Lux @F1.2, B/W: 0.001 Lux@F1.2, 0 Lux at IR On		
8	IR RANGE	850nm, IR Distance 30-50Mtr		
9	CAMERA PARAMETERS	Exposure mode, Day/Night level, Auto Iris, Privacy Masking, BLC, AGC, DWDR, White Balance, Mirror, Anti-flicker, Flip, Defog		
10	DAY/NIGHT MODE	Automatic/Color/Black and white		
11	PROFILE	Automatic/Indoor/Outdoor		
12	WDR	Up to 80dB		
13	IR CUT	Automatic /Synchronous		
14	SIGNAL/NOISE RATIO	>60dB		
15	VIDEO COMPRESSION	H.264		
16	VIDEO BIT RATE	32Kbps~5Mbps		
17	AUDIO COMPRESSION	G.711		
18	AUDIO BIT RATE	64Kbps		
19	DUAL STREAM	Yes		

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

20	RESOLUTION	1080P (1920X1080) @25FPS		
21	COMMUNICATION INTERFACE	1 x RJ45, 10/100M adaptive Ethernet interface		
22	IMAGE SETTINGS	Saturation, Brightness, Contrast adjustable by client software or web browser		
23	MOTION DETECTION	Yes		
24	PRIVACY MASKING	Yes (4 zones)		
25	REMOTE CONFIGURATION	Supports Web configuration, Mobile Monitoring and CMS		
26	SNAPSHOT CAPTURE	JPEG		
27	SD CARD	Supported up to 128GB		
28	AUDIO	Built In MIC & 1 Ch Audio Out or 1 IN/ 1 Out (optional)		
29	ALARM TRIGGER	Motion Detection, Video Blind, Video loss, Network detection, Storage exception		
30	PROTOCOLS	TCP/IP, HTTP, HTTPS, UDP, RTSP, FTP, PPPOE, DHCP, DDNS, NTP, SMTP, ARSP, UPnP, IPv4, DAS, Cloud, Alarm Server, IP		
31	SYSTEM COMPATIBILITY	ONVIF		
32	MOBILE MONITOR	Supports iPhone, Android		
33	SECURITY	Multi-level user access with password protection		
34	BATTERY BACKUP	4 Hours		
35	OPERATING CONDITIONS	Operating Temperature: -10°C ~ 55°C, Humidity 90% or less (non-condensing)		

1.2 - IP bases PA systems

Item No.	Minimum Technical Specifications		Compliance (Yes/ No)	Remarks
	General			
1	Rating	IP 55		
2	Wattage	15 watt		
3	Amplifier	Inbuilt /External		
4	Communication	1:1, 1 :All		

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

1.3	VMS Monitor Workstation		
	Certifications		
1	CE EN 55022, EN 61000 and EN 55024		
2	FCC Part 15 Class A, VCCI Class A		
H	Warranty and Support		
1	5 Years hardware replacement warranty, 24x7 Technical support for 5 Years should be included, OEM should provide replacement with New product, No Refurbish products, Advance replacement should be provided by OEM. The bidder must enclose along with Technical Bid. OEM authorization specific to this tender, and technical compliance duly approved by the OEM, failing which the Bid offer will be rejected.		

1.4- Racks

Item No.	Minimum Technical Specifications	Compliance (Yes/ No)	Remarks
	9U RACK with PDU and cable manager		
1	Racks manufactured out of steel sheet punched, formed, welded and Powder coated		
2	Rack should be manufactured by ISO 14001 & IS18001 Certified Company		
3	Standard for Racks configuration will be welded frame and vented top cover		
4	Rack should have Front Toughened Glass Door with lock & Key		
5	Rack should be 9U(1U=44.45 mm) in Height, minimum 550MM Width, 600MM Depth		

1.5 - Networking Passive Component

Item No.	Minimum Technical Specifications		Compliance (Yes/ No)	Remarks
	Cat 6 Patch cord			
1	Type	Cat 6 U/UTP End-to-End Solution and are designed to support data networks for 10/100BASE-T and 1000BASE-T applications.		
2	Conductor size:	24 AWG stranded copper		

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

		wire		
3	Nom. O.D.:	5.9mm		
4	Sheath:	LS0H		
5	Bend radius:	4X O.D.		
6	Boots	Transparent Plug with anti-snag slip on boots		
7	RJ45 Plug Standard	ISO/IEC 60606-7-4 and FCC 47 Part 68		
8	Sheath Standards	Fire Propagation compliant with CSA FT1, IEC 60332-1, IEC 61034		
9	Operating temperature range:	-20°C to 60°C		
10	MIN operating life	750 insertion cycles		
11	RJ45 plug and boot material:	Clear polycarbonate		
12	Contact material:	0.35mm thick copper alloy		
13	Contact plating:	Selective gold		
14	RJ45 plug dimensions compliant with:	ISO/IEC 60603-7-4 and FCC 47 Part 68		
15	Commercial Standards	ISO/IEC 11801:2002/Amd 2:2010 Cat 6-, TIA-568-C.2 Cat 6		
16	Approvals	UL Listed and ETL Verified		
17	Fire Propagation Tests:	LS0H Sheath: CSA FT1, IEC 60332-1, IEC 61034		
18	Standard length available	0.5mt to 10 mts		

Item No.	Minimum Technical Specifications	Compliance (Yes/ No)	Remarks
	CAT6 Outdoor Cable for cameras		
1	Features and Benefits		
	HDPE compound shall insulates the cores with a IEC 60332-1 complied LS0H inner jacket and UV resistant heavy duty FR PVC Black outer sheath. The construction of this cable shall be rugged to make it ideal for outdoor installations		
	Category 6 compliant		
	LS0H inner sheath and FR PVC outer sheath for greater protection		
	UV resistant		

REQUEST FOR PROPOSAL Installation of CCTV Cameras at Portable Comactor Transfer Station & Municipal Dumping Yards in the Lucknow Municipal Corporation Area

	Suitable for outdoor Installations		
	Compliant to TIA/EIA-568-C.2 Category 6 cable specifications		
	Shall Support ultra hi-speed data net works such as Gigabit Ethernet (1000 Base-T and 1000 Base-TX) and beyond		
	Shall Incorporate central spine maintaining pair separation during installation to ensure premium performance after installation		
2	Technical Information		
3	Mechanical Characteristics		
	Conductor Size:	Solid 0.58 23 AWG	
	Bare Solid Copper		
	Primary Insulation:	HDPE	
	Nominal O.D.:	1.0mm	
	Sheath Type:	Inner: LS0H,	
	Outer:	FR PVC (UV) Black,	
	Nominal O.D.:	Overall: 10.3mm,	
	Operating Temperature:	-40°C to 70°C	
	NVP:	67-69%	
4	Electrical Characteristics		
	Delay Skew:	45ns Max	
	Impedance:	100 ± 15 Ω , , 1-250MHz	
	Current Rating	1.5 A Max	
	Conductor DC Resistance:	66.5Ω/km	
	Voltage:	150VAC	
	Propagation delay:	535ns/100m @ 250MHz	
	Mutual Capacitance:	5.6nF/100m Nominal	
	Insulation Resistance:	500 MΩ Min	
	Dielectric Strength:	1000 V RMS	
	Contact Resistance:	10 mΩ Max	
	RoHS Complaint; UL Listed		
5	Commerical Standards Cat 6 ANSI/TIA/EIA-568-C.2,ISO/IEC 11801, IEC 6074-1(Toxicity),IEC 6074-2 (Acid Gas) standards		

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1.6 - Pole:

Item No.	Minimum Technical Specifications	Compliance (Yes/ No)	Remarks
1	Supply and erection of Suitable high Poles Hot-dip galvanized octagonal pole with top dia 70 mm and bottom dia A/F 130 mm, made of 3 mm thick sheet along with base plate of size 200 X 200 X 12 mm , small door opening for junction box mounting with connector, foundation work as per M25 including excavation, refilling and suitable size foundation bolts with template and all complete job as required.		

Bill of Material:

Item No.	Name of Goods or Related Services	Unit of Measure - ment	Indicative Quantity (A)	Unit Rate (B) (INR) * To be filled and submitted with financial sheet.	Total ((A*B) in INR)	Proposed Make & Model
1	2MP Event 4G Camera with 4 hours battery back up	Nos	300			
2	PA systems with Speaker and amplifier	Nos	300			
3	Solar systems with charging Equipment and equipped with for 48 Hours back up	Nos.	300			
4	Suitable Pole with Civil work & earthing Arrangements	Nos	300			
5.	128 GB industrial Grade SD card for 24 X 7 application	Nos	300			
6.	4 G SIM Suitable for outdoor application Module connectivity of five years	Nos	300			
7.	Outdoor Pole Mount rack for Equipments	Nos	300			
8.	Video Management Software	Nos	1			
9	PA systems software	Nos	1			

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10	Storage on cloud for store 7 days Data of cameras	LS	1			
11	All required Wire / cable / Network Equipments for Locations and Control room	LS	1			
12	4 G central location Hub for 300 Locations	Set	1			
13	High end work station with 21 Inch Monitor	Nos	10			
14	Internet Service 10 MBPS (1:1) Line with one static IP with 5 Years support Bundle.	Central Hub	1			
15	Installation commission charges	Location	300			
16	One operator and two Technical Resources	Months	60			

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**“Annexure – A”
List of Proposed Location**