

**Request for Proposal (RFP)**  
**For**  
Supply, Installation, Commissioning of  
**“Webcasting and related Services”**  
For upcoming Parliamentary Election of Bihar

**NIT No.: 1058/19 dated: 12/02/19**



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)

BELTRON Bhawan, Shastri Nagar,

Patna – 800 023, Bihar

**Phone:** 0612- 2281242, **FAX:** 0612-228 1857

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**IMPORTANT INFORMATION**

<b>Non-Refundable Tender Cost</b>	Rs. 10,000/- to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
<b>Tender Processing Fee (TPF) (Non-Refundable)</b>	Rs. 5900/- (inclusive of GST @ 18%) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
<b>Sale of RFP document</b>	All working days during office hours starting from 12/02/19 to 28/02/19 till 2:00 PM.
<b>EMD</b>	Rs. 5,00,000 /- to be paid either through online mode or manual mode (BG, DD, etc.). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/ BG that should be submitted in the tendering authority office same day before tender closing date and time.
<b>Last Date of Submission of written queries on Bid document</b>	<b>Date: 18/02/19 till 3.00 PM (The queries submitted later will not be entertained)</b>
<b>Pre bid conference Date &amp; Venue</b>	<b>Date: 20/02/19 at 9.30 AM Venue: Beltron Bhawan, Shastri Nagar, Patna-800 023.</b>
<b>Last date for submission of Bids</b>	<b>28/02/19 till 3:00 PM.</b>
<b>Opening of Pre-Qualification cum Technical Bids</b>	<b>28/02/19 after 4:00 PM.</b>
<b>Financial Bid Opening Date &amp; Time</b>	<b>Will be communicated later</b>



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## 1. INTRODUCTION

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Bihar State Electronics Development Corporation Ltd (herein after referred to as (M/s BSEDC LTD.) a undertaking under Department of Information Technology, Govt. of Bihar, invites proposals from System Integrators for “webcasting of upcoming general elections”. Submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

## 2. TENDERING PROCESS

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- Bidder shall submit the Pre-qualification cum Technical bid and Financial Bid through [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
- Bidder shall submit separate Pre-qualification cum Technical bid and Financial bid.

## 3. OBJECTIVE OF THIS RFP DOCUMENT

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The Request for Proposal (RFP) document is purely for the selection of Bidder/SI for webcasting of upcoming general elections.

## 4. INSTRUCTIONS

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- i. The tender should be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) only. No other form of tender submission will be valid for evaluation.
- ii. Tenders duly filled and accompanying all supporting documents, should be uploaded in the e-Procurement portal.
- iii. The online bids will be opened at BIHAR STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., Beltron Bhawan, Shastri Nagar, Patna- 800 023. The Financial Bids of those Bidders/ SI short listed from the Pre-qualification cum Technical bids will be opened.
- iv. Tenders should be fully in accordance with the requirements as the specified in this RFP document.
- v. Appropriate forms furnished with this specification shall be used in filling quotation. Incomplete e-form will be rejected.
- vi. All offers should be made in English. Conditional offers and offers qualified by such vague and indefinite expression such as “Subject to immediate acceptance”, “Subject to prior sale” etc. will not be considered.
- vii. The Price and conditions of the offer should be valid for at least a period of 180 days from the date of tender opening. Quotations/ Bids with validity of less than 180 days may be rejected.
- viii. Submitted tender forms with overwritten or erased or illegible rate or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each items of the tender and between unit rates and the total



amount, the decision of the tender issuing authority (M/s BSEDC Ltd.) will be final and binding on the bidders. Total of each item and grand total of whole tender should be clearly written.

- ix. The bidder shall make its own arrangements, for supply, installation and commissioning of materials at end user site/location.
- x. While tenders are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting by any means Purchaser's personnel or representatives, on matters relating to the tenders under study. M/s BSEDC Ltd. if necessary will obtain clarification on tenders by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the bid submission date. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for BSEDC Ltd.
- xi. **"Acceptance Test Document"** the document, which defines procedures for testing the **NIT No: 1058/19 Dated: 12/02/19** deliverables against requirements as laid down in the Agreement.
- xii. For all the items listed in the tender document, the make and model should be mentioned clearly in the Pre-qualification cum Technical bid with complete details.
- xiii. On completion of the project period (Project duration) the Performance Bank Guarantee (PBG) shall be released if no any calls, complains are pending. If considered necessary, suitable amount of penalty shall be recovered from the bidder or from their security deposit.
- xiv. All disputes are subject to jurisdiction within the geographical and administration confines of Patna only.
- xv. BSEDC LTD reserves the right to reject any or all the tenders without assigning any reason whatsoever. BSEDC LTD. would not be under obligation to give any clarification to such rejected tenders. BSEDC Ltd may decide not to procure any particular item even after opening the bids.



## 4.1 DEFINITIONS

Unless otherwise clearly required by the context, the following terms as used in this document/RFP shall have the respective meanings as defined below:

1. **“Agreement”** means the Agreement to be signed between the successful L1 bidder/SI and M/s BSEDC Ltd. GoB, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
2. **“LOI”** means issuing of “Letter of Intent” which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.
3. **“Proposal”** means Pre-qualification cum Technical Proposal and Financial Proposal.
4. **“Request for Proposal (RFP)”**, means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
5. **“Service”** means provision of Contracted service viz., Supply, Installation, Commissioning, maintenance and associated services for the NIT as per this RFP.
6. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
7. **SLA:** Service Level agreement between M/s BSEDC Ltd and the Selected L1 Bidder of the Project (Implementing Agency/Service Provider).
8. **Bid Amount:** The cost of the RFP
9. **EMD:** Earnest Money Deposit
10. **BSEDC:** Bihar State Electronics Development Corporation Limited
11. **“Parties”** means BSEDC and L1 Bidder/SI for this project
12. **“Stake Holders”** means Election Department Govt Of Bihar, BSEDC and Implementing Agency
13. **“P.O”** means Purchase Order issued to the selected Bidder for the Project.
14. **“Acceptance Test Document”** means a mutually agreed document, which defines procedures for testing the Scope of work and BOM of the project against requirements laid down in the Agreement.
15. **“Authorized Representative”** shall mean any person authorized by either of the parties.
16. **“Contract”** is used synonymously with Agreement.
17. **“FAT”** means Final acceptance test released by BSEDC
18. **“GoB”** shall stand for the Government of Bihar.
19. **“Implementation Period”** shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate of the Project.
20. **“Bidder”** means the company providing the services under Agreement.
21. **“Period of Agreement”** means till ----- from the date of final acceptance.



22. **“MSA”** means Master Service Agreement between the Service Provider of the Project and Bihar State Electronics Development Corporation Limited (BSEDCL).
23. **“Client”** means CEO office/DEO office Bihar.





## 5. LETTER OF INVITATION

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### Letter for Invitation

Date of Issuance: \_\_\_\_\_

Ref. No.: \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Sir,

BSEDC invites bids for Supply, Installation, Commissioning of webcasting and related services at defined booths of Bihar during different phases of parliamentary election 2019. Bidders are requested to go through the document carefully and submit proposals as per the instructions and guidelines given in the RFP document.

Yours sincerely,

**Managing Director**

**Bihar State Electronics Development Corporation Limited,**

**Beltron Bhawan**

**Shastri Nagar, Patna-800 023**



## 6. SCOPE OF WORK

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BELTRON invites bids from the Companies/Agencies who deal in Webcasting jobs on behalf of Election Department, Bihar for live webcasting of the polling booths in the forth coming Parliamentary Elections-2019.

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day and counting day events during the Parliamentary Elections of 2019 in Bihar, with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below.

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment.
2. Supply and installation of IP HD cameras with internet connectivity for use in the identified polling stations on the polling day 2 (two) cameras per polling station each for one indoor and one outdoor monitoring. The manpower for doing web casting at the polling stations would be selected and provided by the District Election Officers and SI. However, payment and training to these manpower and their on-field management will be provided by selected S.I.
3. Supply of IP based HD cameras for counting centre, for use in the counting centres, on counting day, to web stream the counting day activities in each counting centre. The manpower for doing web casting at the counting centres would be selected and provided by the District Election Officers.
4. Supply of cameras for recording video in those identified polling stations on the polling day, where web streaming is not feasible because of poor/absence of internet connectivity. The manpower for doing videography at the polling stations would be selected and provided by the District Election Officers.
5. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations/Counting Centres, for viewing in the Offices of the CEO, DEOs & ROs and ECI.
6. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.



7. Deployment of 4 (four) technically qualified manpower for coordinating and ensuring the viewing of the live data on the polling and counting day in the Office of the Chief Electoral Officer (CEO).
8. Deployment of 2 (two) technically qualified manpower for coordinating and ensuring the viewing of the live data on the polling and counting day in the Offices of the Returning Officer (RO).
9. Deployment of 3 (three) technically qualified manpower for providing intensive training to the personnels selected for doing web casting/videography, coordinating and providing assistance for the installation of cameras in the polling stations and thereafter ensuring viewing of the live data on the polling and counting day in each of the Offices of the District Election Officer (DEO).
10. Establishment of the centralized Help desk with minimum of 10 seaters to manage and fix the complaints/issues coming up on the Polling and Counting days.

## Technical Specifications

### **Task 1: Hosting of the web based streaming software:**

The bidder shall deploy suitably secured proven web based software that has the ability to record both audio and video.

The key features of the software shall be:

1. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
2. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
4. The indoor camera should be so placed to cover the maximum possible area in polling station without



- hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements
5. The outdoor camera should be so placed to cover maximum possible area outside polling station to be able to monitor the crowd and queue outside polling booth.
  6. During recording the a constituency (AC No.) and polling station no.(PS No.) should be visible clearly in camera view.
  7. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
  8. Both audio and video should have the running time stamp. The timestamp should come from a secured location / source and should be approved by the Nodal Officer
  9. The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla FireFox and Apple Safari.
  10. The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is a person provided by the bidder, who will use and operate the recording system and online application at the polling station).
  11. The software shall provide video streaming URL with password protection to view district wise, parliamentary constituency/assembly constituency wise and polling station/counting centre wise videos which are streamed from the polling stations/counting centres. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other Offices as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of CEO
  12. The software shall include options for
    - a. Sound Alert: Image Capturing, Storing & Vote Counter Update on EVM Beep Alert/ Pattern



- Analytics for Vote Count based on Beep count analysis
- b. Alert on unusual increase or decrease of voting percentage
  - c. Alert on Reappearance of same person in front of EVM
  - d. Multiple People in front of EVM alert
  - e. EVM visibility alert
  - f. Long Queue outside poll booth alert
  - g. Vote share per booth based on data provided by the client
  - h. Connectivity status of IP camera from the polling station/counting centre whether the stream is online/offline
    - a. Option for auto rotation of videos within constituency/district/state level based on the type of user connected and options selected.
    - b. Option for on-demand view of the polling station/counting centre wise video
13. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
14. The software provided should have been developed by the bidder and should not be the free software or shareware available on the internet.
15. During the recording, the User should be able to see the actual video that is being recorded.
16. The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
17. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
18. Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
19. The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.



20. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs & ROs.
21. The software shall list all polling stations/counting centres with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
22. The data should in no point be hosted outside India and bidder will not access the data unless authorised by the CEO/DEO.
23. The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
24. Uploading of the videos shall be carried out by the manpower posted by the Client at each identified place, using HD IP camera and connectivity of either 4G/3G/2G based on local availability. Use of Wifi/ Mifi not allowed.
25. At the end of each event, the web streamed data along with required reports, shall be made available within 4 days to the Client in a Hard disk for later retrieval and usage as necessary.
26. The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
27. The client shall also ensure the safety of the equipment such as Laptops, internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.
28. The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day and also from each HD camera in the counting centre on the counting day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause. This software shall be vetted from as part of technical demo.



29. The bidder shall provide access to dashboard view for more than one locations, i.e. DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

## **Task 2. Live Streaming and Recording of the Polling at Polling Stations**

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
2. The Client will provide the operating manpower for operating cameras on the polling/ counting day.
3. Number of Locations for Video & Audio Recording: (input numbers) (approximately)
4. The bidder has to supply the IP based cameras, as per the minimum specification to central HQ at District Level. The camera should have facility of built-in 4G/3G/2G SIM Slot, local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/ 170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05 lux.
5. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display and Local Recording supported should be 1920 x1080.
6. The bidder has to provide the suitable internet connectivity in form of 4G SIM.
7. The bidder has to provide proper training to operating manpower arranged by the Client on the usage of the web streaming software, using the camera and the internet connectivity on the day of polling and also during trial runs



8. The bidder is required to arrange at least two dry/trial runs of the process, to satisfy the Client that their systems are in good working condition at least two days before the poll and the counting day.
9. In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder.
10. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
11. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
12. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
13. The bidder shall provide adequate compute performance on the servers with-in India and storage along with suitable high speed internet / network bandwidth to accommodate the multiple video streaming.
14. The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer / PO Officer), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.
15. The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling and counting in each Control Centre
16. The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.
17. In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in Hard Disk at the end of the day to the officials concerned.





18. Number of Days required for recording at each location :  
1 day [References to Day means 24 hours or part thereof]

### Task 3. Live Streaming and Recording of the Counting Process

1. The bidder has to supply the IP based HD cameras, as per the minimum specification to the central HQ at District Level. The camera should have facility of built-in 4G/3G/2G SIM Slot, local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/ 170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05 lux.
2. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920 x1080.
3. A pre-determined list of locations where Counting Process will happen shall be shared with the bidder.
4. All the items for Task 1 are required to be adhered to as applicable. Some Important Details for the consideration includes:
5. Number of Locations for Video & Audio Recording: (enter Nos) (approximately).
6. The bidder shall supply (specify nos) of High end IP cameras as per the specifications given in (enter Appendix No) at each counting centre location as per the breakups:

a.	Near the counting board(For every AC and PC)	: 1 No
b.	Near the RO	: 1 No
c.	Near the ARO(Postal Ballot Papers	:1 No
d.	Tables 1 to 14(For every AC)	:14 Nos

7. These cameras should support full HD recording. These cameras will be operated by the Client and shall be returned back at the end of the assignment to the Bidder at DEO Office or at central HQ at State Capital.



8. Description and make / model of these cameras should be provided in the proposal.
9. Number of Days required for recording at each location: 1
10. The bidder shall provide the sufficient internet bandwidth to the high end cameras for web streaming of the counting day event.

#### **Task 4: Setting up a Help Centre & Deployment of Manpower**

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.
2. Centralized Help Desk in state HQ operating under the Control of the Nodal Officer
3. Team with 10-seater minimum, shall be located in a location as needed by Client and shall assist all other locations to fix the issues that are coming up relating to this assignment.
4. The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
5. Similarly the helpdesk should also function two days before counting and one day after counting including the counting day. If there is recounting, it should continue till the end of the recounting.
6. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.
7. The CVs of all the personnel, being deployed should be provided as per Appendix-4. Each of the personnel should have at least two of the following with him while in duty. – A Passport, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.
8. The following details shall be provided by the bidder in the CVs – Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years,



Any Criminal or Civil Record, Educational Qualifications, Experience.

9. There may be Police / Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
10. The personnel shall be required to supervise around day of polling and counting process from each of the Centre posted, in each of the (Parliamentary /Legislative) Assembly Constituency.
11. The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed. Similarly during counting, the personnel have to report for duty one day before counting and should be available till the counting process is over completely.
12. Training of these personnel and the tasks shall include:  
Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, through video conference in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
13. Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
14. Any other tasks found necessary for the successful live streaming of the videos.
15. The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

### **Task 5. Development of Training Material**

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:



- a. For operating the web streaming Software / Cameras etc.
  - b. For Post event operation of the Video Surveillance footage.
2. The Training Material should be in the following formats:
- a. Documentation: Text based training material in the form of documents showing pictures / images and text of How-To, Help Guides, etc.
  - b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How To Video shall also be made available.
3. The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

## 7. GENERAL TERMS & CONDITIONS

Bidders should read these conditions carefully and comply strictly while submitting their tenders.

### **I. Items under the contract**

The detailed Technical Specifications of the Systems proposed are given in the Technical Bid Section.

### **II. Opening and Validity of the Bids**

The bids will be opened on scheduled date and time even in case of absence of the bidders. Financial bid should be valid for a minimum period of 180 days from the date of tender opening for placing the initial order.

### **III. Area of Operation and Location of Supply Goods and Services**

The tender items being procured through this tender shall be installed, configured and commissioned at High Court Patna.

### **IV. Integration of Hardware, Software and Peripherals**

- The Bidder shall integrate the hardware, software and peripherals supplied by them to fully operational and they will also be responsible for installing patches from time to time



for the software supplied. However, in case of problems with machines and / or equipment, it will be the Bidder's responsibility to locate the exact nature of the problem/s and rectify the same except for the problems in the application software installed on the machine/s, if any. Under no circumstances, problem shall be posted on the application software without sufficient reasons and justifications.

- The Bidder shall note that all the equipments shall be supplied with the relevant interface & data cables.

#### **V. Software Drivers and Manuals**

All equipments will have to be supplied with all the software drivers and detailed operational and maintenance manuals free of cost. The bidder shall provide comprehensive onsite warranty for a period of One year from the date of installation and commissioning of equipment/s and software supplied.

#### **VI. Installation Schedule and Penalty**

##### **Schedule & Timelines**

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment. Weekly Progress Reports consisting of
  - a. All works performed by the bidder.
  - b. The Time Sheets / Attendance duly countersigned by the Nodal Officer
2. All Other Reports as required for the successful execution of this assignment.
3. Development and Maintenance of an MIS for all reporting purposes.
4. Final Report within 2 weeks of closure of all activities stipulated in the contract.
5. The reports may be submitted in hardcopy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, within 4 days after each event (polling/counting) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment



as per law. The HDD shall be provided by the bidder at his own cost.

## **VII. Compliance with Technical Specifications**

1. All the Bidders shall submit the items as stipulated in the tender as part of technical evaluation of the tender before opening of commercial bids. The results and compliance statement will be prepared and evaluated. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected. The Bidder must carry out project with the submitted items. Any deviation shall result in disqualification of the bidder.
2. All the Bidders shall be asked to carry out up to 15 location technical demo with the items as stipulated in the tender including software scope of work as part of technical evaluation of the tender before opening of commercial bids. The results and compliance statement will be prepared and evaluated. The bid of those Bidders, which do not conform to the technical specifications and scope of work, will be rejected.

## **VIII. Supply, Installation and Commissioning**

1. Delivery: The ordered items shall be delivered, at least 4 days before the date of polling/ counting.
2. The Client is solely responsible for the site preparation and operating man power, if any, before the scheduled installation dates.
3. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in- charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.



4. In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.
5. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
6. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Client.
7. The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labor Laws in respect of this Contract.

## IX. Service Level

### A - Online Mode for polling station

1. 100% Server, Network & Power Uptime SLA: The vendor should provide with

100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the election day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

SERVICE AVAILABILITY at each polling station	Deduction from total cost per booth
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% and below	50%

The bidder has to submit attested server logs to show the proof of the above criteria.



## B - Counting Hall

SERVICE AVAILABILITY (at each counting hall)	Deduction from cost quoted for a Counting hall
99% to 100%	0%
90% to <99%	10%
80% to <90%	25%
80% to 70%	50%

The bidder has to submit attested server logs to show the proof of the above criteria.

## C. Buffering:

The buffer should not happen in the streaming at the CEO, DEO and RO office.

Vendor will develop a dashboard for reporting the buffer and failure.

Buffer and connection loss	Deductions from the total cost per booth
<10 point failures	0%
>10 Points Failure	10%
>50 Points Failure	25%
>100 Point Failures	50%

The bidder has to submit attested server logs to show the proof of the above criteria.

Note: In case of any disruption due to internet connectivity, the streaming data has to be stored in the local hard disk of the proposed system at polling station and the same be made available in DVD/Pend drive at the end of the day to the official concern. In such cases where the bidder is able to make streamed available on DVD/Pen Drive, the polling stations would be counted as half value for the deduction purpose





## 8. PAYMENT TERM

The following are the conditions precedent for release of any payment by the Client:

1. Signing of contract attached as annexure-9
2. Signing of Non-Disclosure Agreement by all the persons involved in the assignment annexure -10.
3. Submission of an irrevocable Bank Guarantee of the Contract amount in the format as given in Annexure- 4
4. The following would be the Milestones and Payment:

SN	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	P-15
2	Training Documents and Multimedia content & Training for all officials concerned	By CEO	P-10
3	Two Trial runs and satisfactory Certificate before two days of poll day and counting day.	By CEO	P-2
4	Submission of all other project deliverables and final Report	By CEO and Payment in full	Within 15 days after the completion of polling and counting events

- No advance Payment will be made.
- Payment will be released based on the quantity used



at the site and the same has to be attested by CEO/  
Election Department.

- Penalty/deduction amount, if any, will be adjusted in the payment due to the successful bidder.
- All taxes and other levies imposed by Government in India /State Government will be paid at actuals as applicable.
- Successful Bidders shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

### 8.1 WEBCASTING AND RELATED SERVICES PLANNER

<b>Webcasting Planner(Tentative)</b>				
	P=Poll Day			
S.No	Event	Timeline (Minimum)		
		Relative Timelines	No. of days	No of days for completion of task
1	Identify and finalizing Polling Stations chosen for webcasting	P-100	98	2
2	Invitation of bidding, if required	P-70	67	3
3	Finalization of Vendor	P-35	33	2
4	Instruction to Vendor by State Official	P-30	28	2
5	Revisiting identified Polling Station for webcast and modifying if required	P-29	27	2
6	Setup of control room to monitor webcasting by DEO	P-25	24	1
7	Identify personnel for monitoring and handling camera at Polling Stations	P-25	22	3
8	Training by Vendor to chosen state personnel	P-24	20	4
9	Ensuring network connectivity at PS where webcasting needs to be done.	P-23	21	2
10	Supply and Installation of LED tv and depute manpower per officer by vendor in RO, DEO, CEO office for webcast monitoring	P-22	20	2



## RFP for Webcasting

11	Vendor will set up camera on 1 Polling Station and demonstrate webcasting through VC to ECI officials, CEO, DEO	P-20	18	2
12	Vendor will set up camera on multiple Polling Station and demonstrate webcasting through VC to ECI officials, CEO, DEO	P-12	9	3
13	Provide webcasting link and port details to CEO office by vendor	P-10		
14	Vendor will set up camera on all identified PS and demonstrate webcasting through VC to ECI officials, CEO, DEO	P-2	1	1
15	Submission of clear and complete recording to Returning officer of AC	P+1	2	1
16	Submission with certificate fo complete and clear recording to CEO office by RO through DEO	P+4	5	1

### 9. LOCAL CONDITIONS

1. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
2. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding documents. The Tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.
3. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws / conditions.

### 10. ELIGIBILITY CRITERIA (PRE- QUALIFICATION CUM TECHNICAL)

#### 10.1 ELIGIBILITY CRITERIA OF BIDDER

Sr. No.	Pre-qualification Criteria	Supporting Documents to be furnished
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## RFP for Webcasting

1.	The Company/Agency must be registered in India under the Companies Act 1956 having their registered office in India for the last three years as on date of submitting its Application.	Certificate of Incorporation (Attested Copy).
2.	The Company must have a GST Registration Number and PAN number.	Attested Copy of Certificate must be attached.
3.	The Prime Bidder in case of Consortium must be operating in the field of Webcasting/Video conferencing services/Internet Service Provider service from the last minimum three financial years.	The Copy of work orders
4.	The Prime Bidder or the Consortium partner must have completed at least 3 assignments from Govt/ PSU mentioned in scope of work of this tender with IP Cameras (minimum 1500 nos) for Election Webcasting during the last three preceding years	<ul style="list-style-type: none"><li>• Work Order along with work Completion Certificate from client</li></ul>
5.	Prime Bidder in case of Consortium must have minimum average annual Turnover of Rs 4 Crore in the last 3 Financial Years (2015-16, 2016-17, 2017-18) And Company currently should be profit making.	Attested copy of Audited Annual Financial Statements. Annual Reports Certified statement from the current Statutory Auditors of the Company.
6.	The Prime bidder in case of consortium should have minimum 20 technical staff on its own payroll.	Authorised letter from company HR having details of regular technical staff with their qualifications & date of joining must be attached.
7.	<p>In case of Consortium of Bidders:</p> <ul style="list-style-type: none"><li>• Consortium of Bidders is allowed with maximum of two partners.</li><li>• One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 3 years.</li><li>• No partner of a Consortium should Bid individually or be a partner of another Consortium.</li></ul>	<ul style="list-style-type: none"><li>• All the Consortium partners individually should submit the Certificate of Incorporation/Registration from the appropriate Authority.</li><li>• A Consortium Agreement shall be entered among the partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</li></ul>



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8.	The Prime bidder and the Consortium Partners should not currently have been blacklisted by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ ineffective performance.	Certificate from the current authorized signatory of the company
9.	The Prime bidder in case of consortium must be solvent and not bankrupt.	Certificate of solvency by banker to be submitted.
10.	The Prime bidder in case of consortium must be at least ISO 9001:2008 or latest certified	Copy of Certificate issued by certifying agency

## 11. BID DOCUMENTS

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in two parts through [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

### 11.1 PRE-QUALIFICATION CUM TECHNICAL BID

1. A letter on the Bidder's letter-head describing the Pre-qualifying cum Technical competence and experience of the bidder.
2. Incorporation certificate issued by the Registrar of the company (ROC).
3. The Profile of the Bidder :

Sr. No.	Details	Description
A	Name of the Bidder	
B	Registered Office address: Telephone Number: Fax Number: e-mail address:	
C	Correspondence/ contact address	
D	Details of Contact person: (Name, designation, address etc.) Telephone Number: Mobile No.: Fax Number: e-mail address:	
E	Company Address	
F	Year of Establishment of Company	



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Sr. No.	Details	Description
H	GST No of the Company	
I	Type of firm(documentary proof to be submitted) · Manufacturer · Supplier · System Integrator · IT Company · Consultant · Service Provider (pl. specify details) · Total solution provider (Design, Supply, Integration, O&M) · Software Company	
J	Do you have a local representation /office in Bihar? If so, please give the address.	

4. Audited annual financial results certified by the Chartered Accountant, Balance sheet and Profit & Loss statement of the bidder for the last three financial years. The Bidder should have average annual turnover of at least 4 Crores for last three financial years.

Financial Year	Turnover	Net-worth	Profit/ Loss
2015-16			
2016-17			
2017-18			

5. The copy of GST no allotted to company by authority.
6. Copy of PAN/TIN number of the Bidder allotted by the Income Tax Authorities.
7. The bid security in the form of a On-Line payment Mode/Demand draft / Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of Bihar State Electronics Development Corporation Limited.
8. Receipt of payment for Non refundable tender cost in favour of Bihar State Electronics Development Corporation Limited of payment receipt number in case of e-Payment.
9. Purchase order /LOI /Agreement with work completion certificate regarding the details mentioned in the eligibility criteria.
10. Necessary detailed technical write-up highlighting the features of the system offered.
11. Any other document which the bidder feels necessary to support his bid.
12. The bidder should also furnish the following:-
  - The address of the Bidder/SI/IT Country Office & Local office in Bihar (along with telephone/ mobile /fax /e-mail/web address).



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- The details of Service Network (Service station with Address, Officer-in-charge, No. of service engineers, Area Covered etc.) available across Bihar.

**11.2 FINANCIAL BID**

- Financial bid of only those bidders who qualify the technical bid will only be opened.

**11.2.1 FORMAT OF FINANCIAL BID****To,**

**The Managing Director,**  
BSEDC Limited,  
Beltron Bhawan, Shastri Nagar,  
Patna – 800023

**Reference:** Financial Bid for webcasting and related services for Parliamentary Election of Bihar  
Sir,

Having examined the Bid Document, NIT No. ----- /19 Dated: 12/02/2019

We the undersigned, offer to quote the amount including all Taxes for delivery of services mentioned in the tender document.

**Financial Bid**

Sl.no.	Item Description	Unit Rate (Rs.) (A)	Quantity (B)	Value (C) C=A*B	Tax (%) (D)	Total Taxes (Rs.) (E) E= C*D/100	Total (F)=C+E
1(a)	Live Streaming and Recording of the Polling at <b>Inside</b> Polling Stations - IP Based HD Cam		*				
1(b)	Live Streaming and Recording of the Polling at <b>Outside</b> Polling Stations - IP Based HD Cam		*				
1(c)	Videography and						





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	recording of the Polling at Polling Stations where internet connectivity is not available. - IP Based HD Cam		*				
1(d)	Manpower cost for deployment at Polling Station for setting up the IP cameras for video monitoring.						
2	Manpower cost at RO's Office during polling						
3	Manpower cost at DEO's offices during training/ Polling						
4	Manpower at CEO's office during Polling						
5.	Live Streaming and Recording of the Counting Process – IP Based HD Cam		*				
6	Manpower at RO office during counting						



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7	Manpower at DEO's offices during counting						
8	Manpower at CEO's office during counting						
9	Supply of Helpdesk with minimum 10 personnel for webcasting in the polling stations						
10	Supply of Helpdesk with minimum 10 personnel for webcasting in the counting centres						
	Grand Total (G)						

**Note: Quoted Price must be in Indian Rupees only (Rupees \_\_\_\_\_)**

### **CONDITIONS:**

- i. We undertake, if our Bid is accepted, we will deliver services mentioned in the tender document.
- ii. We agree to abide by this Bid for a period of 180 days after the date fixed for opening of the financial bid and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- iii. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
- iv. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely " Prevention of corruption act 1988"

### ***Bid Validity***



## RFP for Webcasting

The Bid is valid for a period of 180 days from the date of opening of Financial Bid.

Place:

Date:

Name:

Signature & Seal of the Bidder:



## 12. INFORMATION ON BID SECURITY

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1. The Bid Security shall be submitted in Indian Rupees.
2. The Bid Security will be for an amount of **Rs. 5,00,000/- (Rupees Five Lakh Only)** Demand draft drawn on a Scheduled Commercial Bank / BG/Online Payment from any Nationalized Bank in favor of BSEDC Ltd. payable at Patna, Bihar.
3. To an unsuccessful bidders' Bid Security amount will be discharged/returned, as promptly as possible, after the expiration of the period of Bid validity. The refund of the bid security amount shall not carry any interest.
4. The Bid security may be forfeited:
  - a) If a Bidder withdraws his Bid during the period of Bid validity.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract agreement.

### 12.1: PERFORMANCE BANK GUARANTEE (PBG) FOR OPERATIONS

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The Selected bidder (L1 bidder) for this project will submit a Performance Bank Guarantee (PBG) to BSEDC for an amount equal to 10% of Project Value within 7 days of the issuance of Letter of intent (LOI). The PBG will be valid for a period of 12 months. BSEDC may forfeit the PBG for any part of service provider to complete its obligations under the Agreement. The PBG will be denominated in Indian Rupees and will be in the form of a Bank Guarantee issued by a scheduled bank located in India with at least one branch office at Patna in the format provided in **Annexure-4**.

The PBG will be returned the service provider within 30 days of the successful discharge of all contractual obligations at the end of the period of the project.

## 13. BIDDING COST

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The RFP document can be downloaded from the website [www.beltron.in](http://www.beltron.in) and [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). For any related queries please contact e-Procurement Helpdesk (0612-2545306). The cost of tender document is **Rs. 10,000/- (Rupees Ten Thousand Only)** which is non refundable. This fee shall be paid in form of e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only, prior to the last date of tender submission.

## 14. LANGUAGE OF BID

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The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the BSEDC Ltd shall be written in English language only.



## 15. AMENDMENT OF BID DOCUMENT

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At any time prior to the deadline for submission of Bids, the BSEDC Ltd may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document through amendment/s. BSEDC Ltd will upload the amendment/s on [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). Such amendment/s will be binding to bidders.

## 16. BID EXTENSION, IF ANY

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BSEDC Ltd may extend the deadline for the submission of Bids, in order to allow prospective bidders a reasonable time in which to take the amendment into account in preparing their bids.

## 17. LATE BIDS

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Bids will not be accepted by the e-Procurement system after the due date and time prescribed in this document.

## 18. BID PROCESS

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### 18.1 PRE-BID CONFERENCE

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- a) The bidders or its official representatives will be invited to attend a Pre-bid meeting, which will take place at BSEDC, BELTRON Bhawan, Shastri Nagar, Patna-800023, Bihar on **the date specified in the RFP.**
- b) The interested bidders may confirm their participation one day in advance.
- c) The purpose of the meeting will be to clarify issues and to answer questions on any matter regarding the bidding process or documentations that may be raised at this stage.
- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry), and the responses given, will be uploaded on e-procurement web site. The BSEDC Ltd. shall make any modification of the bid documents, which may become necessary as a result of the pre-bid meeting and all the written responses give by the BSEDC to the requests for clarification on the RFP, by issuing an Addendum to the RFP.
- e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- f) Bidders are requested to submit their queries with given format in **Annexure-7** as per timeline mentioned in RFP. The query received within timeframes will be entertained in the pre-bid meeting.



## 19. APPOINTMENT OF THE COMMITTEE

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30. The Committee of the BSEDC Ltd will evaluate the bids.
31. M/s BSEDC Ltd decision would be binding on the bidders.

## 20. OPENING OF BIDS

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1. Step 1: Pre-qualification cum technical bid will be opened electronically by the Bid Committee at BSEDC Limited, BELTRON Bhawan, Shastri Nagar, Patna-800023, Bihar on date & time specified in the RFP document.
2. Step 2: Financial bid will be opened electronically by the Evaluation Committee of only for those bidder who have qualified in the Pre- qualification cum technical bid as specified in the RFP.
3. In the event of the date specified for bid receipt and opening being declared as a holiday, the bids will be received/opened the following working day at the appointed times.

## 21. PRE-QUALIFICATION CUM TECHNICAL BID: EVALUATION

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A duly constituted Tender Cum Purchase Committee (TCPC) shall shortlist the Technical Bids on the basis of Technical Parameters, including possible visit to inspect manufacturing facilities, if considered necessary. BSEDC Ltd., reserves the right to test any specified system pertaining to the items mentioned in this tender and so present at the site of the bidder or some other location. The names of short listed bidders will be communicated to the respective bidders only whose Technical bids are found suitable for opening the financial bids. The Financial/Commercial bids will be evaluated by a duly constituted Tender Cum Purchase Committee (TCPC). There will be no NEGOTIATIONS REGARDING THE FINANCIAL BIDS. The OEMs / Bidders, who are not registered with Bihar Sales Tax, if selected, should get themselves registered with Bihar Sales Tax before receiving award of contract or purchase order or else they will have to pay requisite tax.

## 22. FINANCIAL EVALUATION PROCESS

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1. The basic prices in Indian rupees should be quoted separately for each set of item mentioned in Financial form given in the tender document inclusive of Excise duty/Sales Tax /VAT as applicable, interface cables, power cables, documents such as systems and operating Manuals, packing forwarding, freight, insurance and installation charges at sites etc. Form-D for concessional rate of sales tax as well as certificates for exemption from payment of octroi charges shall be furnished. Financial bid will be evaluated on the basis of calculated price.
2. Financial Bid will be opened only for those bidders who qualified pre-qualification cum technical bid.
3. The bidder who will quote minimum price, decided as a L1 bid/bidder.

**24. UNPRICED BILL OF MATERIAL****. Technical Specifications for IP Camera used on polling / counting day**

<b>Sl. No</b>	<b>Description</b>	<b>Details</b>
1.	Image	Minimum 3 Mega Pixel or higher
2.	I/O interface	Built-in 4G/3G/2G SIM Slot
3.	Microphone	Built-in Mic.
4.	Image Resolution	1920 x 1080 Real
5.	Frame rate	Support constant bitrate/ variable frame rate of Up to 30 fps
6.	Night Vision	Built-in night vision capability
7.	Bitrate	Support 16-4096 Kbps code rate
8.	Area of coverage	Wide angle with 30/170 degrees
9.	Illumination	Minimum of .05 lux
10.	Image Control	Backlight Compression, Automatic white balance, 3D digital noise reduction, night vision Capability



**During Polling**

- A. At Polling Station
  - 1. IP based HD camera 2 Nos
  - 2. Internet connectivity with speed required for uninterrupted web streaming 1 nos
  
- B. At each DEO's office
  - 1. Manpower with total 38\*2 Nos
- C. At each RO office
  - 1. Manpower 2 no. at each RO office when RO is not DEO.
  
- D. At CEO office  
Manpower total 4 Nos

**Note: Required no of LEDs on polling day will be arranged by DEO/CEO office**

**During counting**

- A. At each counting Hall
  - 1. IP based HD camera 7 Nos
  - 2. Internet connectivity with speed required for uninterrupted web streaming 1 nos
  
- B. At each DEO's office
  - 1. Manpower total 38\*2 Nos
  
- C. At each RO office  
Manpower 1 no. at each RO office
  
- D. At CEO office  
1. Manpower total 4 Nos

**Note:** 1. Required no of LEDs on polling day and counting day will be arranged by DEO/CEO office

- 2. Manpower for Polling and counting centers will be arranged by DEO/CEO office.
- 3. Helpdesk with 10 Nos manpower at CEO office will be arranged by selected Bidder





## 25. EXIT CLAUSE

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Before the end of the contract and after the completion of the polling and counting day events within 4 days in each case, the bidder has to hand over the following:

- a. The complete recording of polling day events in video/ audio format in HDDs of 1 TB or more capacity, with software to view the details as and when necessary.
- b. The complete recording of counting day events in Video/ audio format in HDDs of 1 TB or more capacity, with software to view the details as and when necessary.
- c. An Undertaking for non-retention of recorded data gathered from Web Streaming of Video and audio for Parliamentary Election, 2019- Annexure 10.

## 26. E-PROCUREMENT PROCESS RELATED INSTRUCTIONS

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### ☀ Submission of Proposals (Through electronic mode only)

1. The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.



7. "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that should be submitted in the tendering authority office at same day before tender closing date and time.

**Note:** "Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

8. The tender opening will be done online only.

9. Any corrigendum or date extension notice will be given on the e-Procurement website only.

10. For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK First Floor, M/22, Old Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164" or may visit the link "Vendor Info" at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

## 27. FORCE MAJEURE

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Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify BSEDC in writing of such condition and the cause thereof. Unless otherwise directed by BSEDC, the Bidder shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 29. ARBITRATION

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1. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Patna only and the language used in the arbitral proceedings shall be English.



2. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.



## 30. ANNEXURE – TEMPLATES

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**ANNEXURE-1: TEMPLATE FOR BID LETTER (PRE-QUALIFICATION CUM TECHNICAL)**

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To,

**The Managing Director,  
BSEDC Limited,  
Beltron Bhawan, Shastri Nagar,  
Patna - 800023**

**Reference:** Tender Number ..... Dated .....

Sir,

We hereby declare:

- i. We are the System Integrator / IT Company covered in this tender proposed in our solution.
- ii. That we are equipped with adequate maintenance and service facilities within Bihar for supporting the offered items. Our maintenance and service facilities are open for inspection by representatives of Government of Bihar.

We hereby offer to supply items/ equipments and provide the services at the prices and rates mentioned in the attached commercial bid.

In the event of acceptance of our bid, we do hereby undertake:

- I. To supply the items/equipments and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- II. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

We enclose herewith the complete Technical Bid as required by you. This includes: Manufacturer's authorization form(s).

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by Government of Bihar and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions. Apart from that agree to abide by the following:

- a. Certificate of satisfactory past performance (last 3 years) has been enclosed.
- b. We shall give benefit of any price reduction found by the time of placing the supply order.



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- c. We agree to accept partial order if it is placed.
- d. We have quoted rates of items with comprehensive on-site (COS) warranty, with spare and labour till the time of completion of polling/repolling.
- e. In case the item quoted is imported, direct shipment of the entire machine/item including add-ons from OEM, is ensured & would be provided. It is undertaken that no item supplied is used/reprocessed or refurbished in any manner either in part or otherwise.
- f. The above document is executed on \_\_/\_\_/2019 at (place) \_\_\_\_\_ and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.
- g. We hereby undertake that all the components/parts/assembly are original and no duplicate parts are used in the entire manufacturing process.

There are no deviations from the RFP document of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security in the form of a DD/BG/Online Payment issued by \_\_\_\_\_ (bank), valid till \_\_/\_\_/\_\_\_\_ (dd/mm/yyyy), for an amount of **Rs. 5,00,000/- (Rupees Five Lakh Only)** is enclosed in the cover containing pre-qualifying requirements.

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.

**Signature of Bidder (with official seal):**

**Date:**

**Name:**

**Designation:**

**Address:**

**Telephone:**

**Fax:**

**E-mail address:**

**Details of Enclosures:**



**ANNEXURE-2: TEMPLATE FOR UNDERTAKING OF AUTHENTICITY**

Date: dd/mm/yyyy

To,

**The Managing Director  
BSEDC Ltd, Beltron Bhawan  
Shastri Nagar  
Patna - 800 023**

**Subject:** Supply, Installation, Commissioning of webcasting services for the Parliamentary election of Bihar

Ref: 1. Your LOI No .....dated.....

With reference to Supply, Installation, Commissioning of webcasting services for the Parliamentary election of Bihar being implemented/ quoted to you vide our invoice no. / Quotation no. /order no. cited above.

We hereby undertake that all equipments and other items shall be original new components/parts/assembly only, from respective OEMs of the products and that no refurbished/duplicate/second hand Hardware equipments and other items are being used or shall be used.

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back the items without demur, if already supplied and return the money if any paid to us by your in this regard.

We (IT Company/ Integrators name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/Sl. etc.

Authorized Signatory:

Name:

Designation:



**ANNEXURE-3: TEMPLATE FOR PERFORMANCE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

To,

**The Managing Director  
Bihar State Electronics Development Corporation Limited  
Government of Bihar  
BELTRON Bhawan, Shastri Nagar, Patna – 800 023**

Whereas..... (Hereinafter called “the Bidder”) has submitted its Bid dated..... (Date of submission of Bid) for “webcasting and related services for Parliamentary Election of Bihar” o Tender NIT No: ----/19 dated: // issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called “the Bid”).

Whereas as per Clauses of the Bid, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a scheduled commercial bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that the bidder has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
  - (a) Withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or
  - (b) Having been notified of the acceptance of its Bid by the Managing Director, Bihar State Electronics Development Corporation Limited during the period of Bid Proposal validity.
    - (i) Fails or refuses to enter into the Contract; or
    - (ii) Fails or refuses to furnish the performance guarantee, in accordance with the Terms of Reference of the Tender document issued to the Bidder.

The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Electronics Development Corporation Limited without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs \_\_\_\_\_(Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the





Managing Director, Bihar State Electronics Development Corporation Limited and the Bidder or any other person.

3. The demand of the Managing Director, Bihar State Electronics Development Corporation Limited on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs\_\_\_\_\_).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Electronics Development Corporation Limited.
6. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Electronics Development Corporation Limited shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Electronics Development Corporation Limited in writing or up to and including One Hundred and Eighty (180) days after the period of the Bid Proposal validity, i.e. up to \_\_\_\_\_2019, and any demand in respect thereof should reach the Bank not later than the above date.

Dated ..... this ..... Day .....2019

Yours faithfully,

For and on behalf of the ..... Guarantor Bank,



**ANNEXURE-4: TEMPLATE FOR PERFORMANCE BANK GUARANTEE**

**To**  
**Managing Director,**  
**Bihar State Electronics Development Corporation (BSEDC)**  
**BELTRON Bhawan**  
**Shastri Nagar**  
**Patna – 800023**

Sir,

In consideration of Bihar State Electronics Development Corporation, BELTRON Bhawan, Shastri Nagar, Patna – 800023, Bihar, India (hereinafter referred to as 'BSEDC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the Letter of Intent (LOI) dated \_\_\_\_\_ with M/s \_\_\_\_\_ having it's registered \_\_\_\_\_ / \_\_\_\_\_ head \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the SYSTEMS INTEGRATOR) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and BSEDC having agreed that the SYSTEM INTEGRATOR shall furnish to BSEDC a performance guarantee for 10% of the Total Project Cost for the faithful performance of the entire CONTRACT.

We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head / registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of 10% of the Total Project Cost without any demur, reservation, contest or protest and / or without any reference to the SYSTEMS INTEGRATOR. Any such demand made by BSEDC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and / or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein



contained shall be irrevocable and shall continue to be enforceable until it is discharged by BSEDC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the SYSTEM INTEGRATOR and shall remain valid, binding and operative against the bank.

The Bank also agrees that BSEDC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the SYSTEM INTEGRATOR and notwithstanding any security or other guarantee that STPI may have in relation to the SYSTEMS INTEGRATOR's liabilities.

The Bank further agrees that BSEDC shall have the fullest liberty without our consented without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SYSTEMS INTEGRATOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BSEDC against the said SYSTEMS INTEGRATOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SYSTEMS INTEGRATOR(s) or for any forbearance, act or omission on the part of STPI or any indulgence by BSEDC to the said SYSTEMS INTEGRATOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of BSEDC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till BSEDC discharges this guarantee in writing, whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of BSEDC or that of the SYSTEMS INTEGRATOR.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of Patna- Bihar.

Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate BSEDC date of expiry of bank guarantee). Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of BSEDC under this



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Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of BSEDC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness where of , the Bank through its authorized officer has set its hand and stamp on this -----Day of -----2019 at-----



**ANNEXURE- 5: MANUFACTURER AUTHORIZATION FORM**

Date: dd/mm/yyyy

To,

**Reference:**

Sir,

We \_\_\_\_\_, *(name and address of the manufacturer / developer)* who are established and reputed manufacturers of \_\_\_\_\_ having factories centers at \_\_\_\_\_ *(addresses of manufacturing location)* do hereby authorize M/s \_\_\_\_\_ *(name and address of the bidder)* to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us. **“We will extend our full co-operation and technical support to Bidder for installation and seamless integration”.**

Yours faithfully,

For and on behalf of M/s _____ <i>(Name of the manufacturer)</i>	
Signature	
Name	
Designation	
Address	
Date	
<b>Seal</b>	

**Note:** This letter of authority should be on the letter head of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**ANNEXURE- 6: SITE NOT READY (SNR) CERTIFICATE**

1.	Agency / Vendor Name	
2.	Project Name	
3.	Purchase Order No. & date	
4.	Equipment Name	
5.	Date of delivery	
6.	Date of 1 <sup>st</sup> Visit for installation	
7.	Site not ready reason	
8.	Tentative date of site being ready for installation	
9.	Contact detail of vendor for getting equipment installed, if site get ready.	
10.	Certificate	There is no delay on the part of vendor in getting the equipment installed
11.	Name of User/ BSEDC/ Department Official site in charge:  Designation:  Signature: (with official seal)  Date:	

**ANNEXURE- 7: EQUIPMENT DELIVERY CERTIFICATE**

1.	Agency/ Vendor Name	
2.	Project Name	
3.	Purchase Order No. & date	
4.	Equipment Name & Description	
5.	Equipment Serial No.	1)
		2)
		3)
6.	Date of delivery	
7.	Certificate	Equipment (As per ordered configuration) has been installed successfully
8.	Name of User/ BSEDC/ Department Official site in charge:  Designation :  Signature: (with official seal)  Date:	



**ANNEXURE -8:TEMPLATE FOR PRE-BID CONFERENCE QUERIES/ CLARIFICATIONS**

RFP Purchase No:

Date:

Name of the Bidder:

Address:

Telephone Nos:

Fax No:

Mobile No:

Email ID:

Sr. No:	Clause No:_ Section No:_ _	Corresponding page no in the RFP Document	Particulars of the query / clarification	Remarks
1				
2				
3				
4				
5				
6				

Authorized Signatory:

Designation:

(If the queries / clarifications are submitted through e-mail, the bidder should send the queries / clarifications through official e-mail IDs only.)





**ANNEXURE -9: TEMPLATE FOR CONTRACT**

(To be executed on a Rs. 1000/- Non-Judicial Stamp Paper bought in Bihar by the Successful Bidder

for the Tender for Web Streaming of Video and Audio for upcoming Parliamentary Election of Bihar

Note: (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This Contract entered into this..... day of.....2019 at Patna between.....represented for and on his behalf by

.....the Chief Electoral Officer, Bihar, Patna, being the service recipient hereinafter referred to as the Department, (Which expression shall unless

repugnant to the context meaning thereof include its successors and assigns) of the First part and M/s..... hereinafter referred to as the Successful Bidder (Which

expression shall unless repugnant to the context or meaning thereof include its successors and

assigns) of the Second Part.

Whereas, the Chief Electoral Officer, Bihar, Patna, invited a tender vide Tender Ref

..... for Web Streaming of Video and Audio for General Election to the Bihar

Legislative Assembly, 2018 and real time transmission of the same, the Successful Bidder here in has

been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas the Department and the Successful Bidder, in pursuance thereof have arrived at the following



terms and conditions:

1) This Contract shall remain in force during the Contract period of 6 months from the date of signing.

The Department may terminate this contract at the risk and cost of the Successful Bidder, where

Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy

that breach on 5 days of written notice from the Department. Termination of this contract by the

Department will not relieve the Successful Bidder of his liability as agreed.

2) The Successful Bidder agrees to complete the deliverables specified in the Tender within the

stipulated period prescribed by the Department at the cost agreed upon between the Successful

Bidder and the Department. This cost is firm and not subject to enhancement.

3) The Successful Bidder agrees to deliver the services as specified in the Tender within the stipulated

period prescribed at the cost given in BOQ, Appendix-10. This cost is firm and not subject to

enhancement.

4) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful

Bidder directly or indirectly to any person or persons whomsoever without the prior written consent

of Election Department.

5) Force Majeure: Neither CEO Bihar nor the Successful Bidder shall be liable to the other for any delay



or failure in the performance of their respective obligations due to causes, contingencies beyond their

reasonable control such as:

- a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- c. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- d. Non holding of Polls in selected booths and decision of Election Commission of India not to have live recording.

6) The Tender documents in relation to this Tender issued for Web Streaming of Video and audio for

General Elections to the Bihar Legislative Assembly, 2018 shall be deemed to form and be read and

construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful

Bidder, the negotiated and finalized Terms and conditions and the Work Order respectively will form

part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance

with conditions of this contract or conditions stipulated in the Tender document, the final negotiated

offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.



7) Payment Terms:

The following are the conditions precedent for release of any payment by the Client:

- a. Signing of Non-Disclosure Agreement by all the persons involved in the assignment annexure -9.
- b. Submission of an irrevocable Bank Guarantee of the Contract amount in the format as given in Annexure
- c. The following would be the Milestones and Payment:

SN	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	P-15
2	Training Documents and Multimedia content & Training for all officials concerned	By CEO	P-10
3	Two Trial runs and satisfactory Certificate before two days of poll day and counting day.	By CEO	P-2
4	Submission of all other project deliverables and final Report	By CEO and Payment in full	Within 15 days after the completion of polling and counting events

- No advance Payment will be made.
- Payment will be released based on the quantity used at the site and the same has to be attested by CEO/ Election Department.
- Penalty/deduction amount, if any, will be adjusted in



the payment due to the successful bidder.

- All taxes and other levies imposed by Government in India /State Government will be paid at actuals as applicable.
- Successful Bidders shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

## 8. Service Level

### A - Online Mode for polling station

100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the election day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

SERVICE AVAILABILITY at each polling station	Deduction from total cost per booth
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% and below	50%

The bidder has to submit attested server logs to show the proof of the above criteria.

### B - Counting Hall

SERVICE AVAILABILITY (at each counting hall)	Deduction from cost quoted for a Counting hall
99% to 100%	0%
90% to <99%	10%
80% to <90%	25%
80% to 70%	50%

The bidder has to submit attested server logs to show the proof of the above criteria.

### C. Buffering:



The buffer should not happen in the streaming at the CEO, DEO and RO office.  
Vendor will develop a dashboard for reporting the buffer and failure.

Buffer and connection loss	Deductions from the total cost per booth
<10 point failures	0%
>10 Points Failure	10%
>50 Points Failure	25%
>100 Point Failures	50%

The bidder has to submit attested server logs to show the proof of the above criteria.

Note: In case of any disruption due to internet connectivity, the streaming data has to be stored in the local hard disk of the proposed system at polling station and the same be made available in DVD/Pend drive at the end of the day to the official concern. In such cases where the bidder is able to make streamed available on DVD/Pen Drive, the polling stations would be counted as half value for the deduction purpose

**9. Scope Of Work:** As mentioned in RFP

**10. Termination of Contract:**

a. TERMINATION OF DEFAULT

- i) if the Service Provider fails to deliver any or all of the goods/ services within the stipulated time period(s) specified in the Contract, or fails.
- ii) To supply the items as per the Delivery Schedule or within any extension thereof granted by Elections Department; or ( ii) if the successful Bidder fails to perform any of the obligation(s) under the contract; or(iii) if the Successful Bidder, in the judgment of CEO Bihar, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- iii) In the event of CEO Bihar terminating the Contract in whole or in part, CEO Bihar may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to CEO Bihar for any additional costs for such similar goods, However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

b. TERMINATION FOR INSOLVENCY

- i) CEO Bihar may at any time terminate the contract by giving written notice with a notice period of 7 days to the successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination



will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CEO Bihar.

c. **TERMINATION FOR CONVENIENCE**

- i) CEO Bihar may by written notice, with a notice period of 7 days sent to the successful bidder, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CEO Bihar convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. On termination, the successful bidder is not entitled to any compensation whatsoever.

**11. Dispute Resolution and Arbitration:**

2. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Patna only and the language used in the arbitral proceedings shall be English.

2. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.