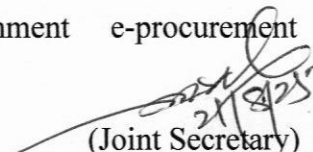


Election Department, Bihar
Notice Inviting Tender
National Competitive Bidding

1.	Name of the Work	Providing a Monitoring System Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services) for Bihar Legislative Assembly Election, 2025.
2.	Availability of the document	The Bidding Document is available and downloadable on the following website: https://eproc2.bihar.gov.in
3.	Mode of Bid Submission	Online
4.	Bidding Document Fee	Rs. 5000/- + Processing Fees (non-transferable & non-refundable) payable online only through https://eproc2.bihar.gov.in as applicable
5.	Bid Security (Earnest Money Deposit)	Rs. 3 Crore /- (Rupees Three Crores) Payable online at https://eproc2.bihar.gov.in
6.	Date of Publication of Tender on website	22-08-2025 at 13.00 hours
7.	Pre-bid Query submission	By 30-08-2025 till 17.00 hours
8.	Date & Time for Pre-bid Meeting	04-09-2025 at 13.00 hours
9.	Last Date and Time for submission of online bids	12-09-2025 till 15.00 hours
10.	Date & Time of Technical Bid Opening	15-09-2025 at 11.00 hours
11.	Date of opening of Financial Bids	This would be communicated to successful bidders.
12.	Helpline no.	8544429904 / 8544429920 / 8114593952

Note:- Only e-tenders will be accepted

Further details are available on Bihar Government e-procurement website
<https://eproc2.bihar.gov.in>


(Joint Secretary)
Election Department, Bihar

REQUEST FOR PROPOSAL (RFP)

For

Selection of Agency for providing a Monitoring System Live
Web Streaming (Audio, Video, Record, Viewing, CCTV & other
Services) for General Election to Bihar Legislative
Assembly, 2025

RFP No: *CEO/Bihar/06/2025*

Office of the Chief Electoral Officer, Bihar

7, Sardar Patel Marg (Mangles Road), Patna-800015

Tel: 0612-2217956

E-mail: ceo_bihar@eci.gov.in **website:** <https://ceoelection.bihar.gov.in/>

Contents

1. Bid Data Sheet	6
2. Invitation for Competitive Bidding	8
2.1 Definitions	8
2.2 Introduction.....	9
3. Scope of work.....	9
3.1 Districts, DEOs, ROs Details.....	9
3.2 Detailed Scope of Work	11
3.3 Technical Specifications (please refer to the latest guidelines of ECI).....	12
3.4 Reporting Requirements and Time Schedule for Deliverables	18
3.5 Supply Installation Commissioning	19
4. Eligibility Criteria:	20
5. Method of Evaluation.....	21
6. Service Level Agreement (SLA) requirements	21
7. Milestones	24
8. Webcasting Planner:	25
9. Payment	26
10. Terms and Conditions Governing the Contract.....	26
10.1 Instructions to the Bidders.....	26
10.2 Availability of Tender Document.....	26
10.3 Pre-bid Meetings and Clarifications	26
i. Clarifications	26
ii. Pre-bid Conference and Issue of Corrigendum.....	26
10.4 Preparation and Submission of Proposal	27
i. Completeness of Bids.....	27
ii. Language.....	27
iii. Submission of Bid.....	27
10.5 Late Bids	30
10.6 Bid Validity.....	30
10.7 Cost and Currency	30
10.8 Interpretation of the Clauses in the Tender Document	30

10.9 Amendment of Tender Document	30
10.10 Deviations.....	30
10.11 Confidentiality	30
10.12 Legal Jurisdiction	30
10.13 Indemnity	31
10.14 Force Majeure	31
10.15 Right to terminate the process.....	31
10.16 Limitation of Liability	31
10.17 Performance Bank Guarantee (PBG)	31
10.18 Taxes and Duties.....	32
10.19 Contract Period	32
10.20 Delivery Period	32
10.21 Transfer / Sub-Contracting	32
10.22 Penalty.....	32
10.23 Corrupt / Fraudulent Practices.....	32
11. Resolution of Disputes.....	33
12. Earnest Money Deposit ("EMD").....	33
13. Evaluation Methodology	34
14. Exit Clause	35
Annexure 1: Checklist.....	36
Annexure 2: Covering Letter for the Technical Proposal.....	39
Annexure 3: Declaration for not being blacklisted.....	41
Annexure 4: Pre-bid Queries Format	42
Annexure 5: Non-disclosure Agreement	43
Annexure 6: Technical Specifications & Compliance of the Camera & TV	44
Annexure 7: Verification of the Vendor works by the DEOs	45
Annexure 8: Financial Bid	46
Annexure 9 : CA Certificate format for Related Turnover (Indicative).....	47
Annexure 10: Format of the Performance Bank Guarantee (PBG)	48

Request for Proposal (RFP) Notice

"Selection of Agency for providing a Monitoring System Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services) for General Election to Bihar Legislative Assembly, 2025

Proposals are invited from qualified and experienced agencies to provide live web streaming (audio, video, recording, viewing, CCTV & other services) for the Office of the Chief Electoral Officer, Bihar, Patna.

Interested Bidders, who qualify as per the criteria mentioned in the document, may submit their proposals through e-tendering by **12.09.2025 till 15:00 hours** on the e-Procurement portal (<https://eproc2.bihar.gov.in>). Bidder has to submit the document fee of **Rs. 5,000/-** (Rupees Five Thousand only) for the RFP document along with e-Procurement Processing fees through online payment at the e-Procurement portal.

The detailed RFP document can be downloaded from the website <https://eproc2.bihar.gov.in>

Chief Electoral Officer, Bihar

DISCLAIMER

All information contained in this **Request for Proposal (RFP)** provided is in the good interest and faith. This is neither an agreement nor an offer/ invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their inquiries and assumptions wherever required.

Intimation of a discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects, and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Office of the Chief Electoral Officer, Bihar (CEO, Bihar) reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. CEO, Bihar also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. CEO, Bihar reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Bihar. e-procurement (<https://eproc2.bihar.gov.in>).

Neither the CEO, Bihar nor their employees and associates will have any liability to any prospective respondent interested in applying or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.

1. Bid Data Sheet

Sr. No.	Particular	Details
1.	Name of Issuer	Office of the Chief Electoral Officer, Bihar
2.	Availability of the document	The Bidding Document is available and downloadable on the following website: https://eproc2.bihar.gov.in Bidding Document Fees (non-transferable & non-refundable) and Processing Fees must be paid online at the e-procurement portal (https://eproc2.bihar.gov.in) All Subsequent changes to the Bidding document shall be published on the above-mentioned website only.
3.	Bidding Document Fee with Tender Processing Fee	INR 5000/- + Processing Fees (non-transferable & non-refundable) payable online only through https://eproc2.bihar.gov.in as applicable
4.	RFP published Date and Time	22.08.2025 at 13:00 hours
5.	Last date for submission of pre-bid queries	30.08.2025 till 17:00 hours (Bidders are requested to submit their queries if any as per the format attached in Annexure 4)
6.	Pre-Bid Meeting	04.09.2025 at 13:00 hours to be held at Conference Room, Office of the Chief Electoral Officer, Bihar, 7, Sardar Patel Marg (Mangles Road) Patna-800015
7.	Earnest Money Deposit (EMD)	INR 3 crore(Three crores) payable online at https://eproc2.bihar.gov.in
8.	Last date of submission of Proposals	12.09.2025 till 15:00 hours only through the e-Procurement portal https://eproc2.bihar.gov.in
9.	Date of opening of Technical Bids	15.09.2025 at 11:00 hours
10.	Date of opening of Financial Bids	This would be communicated to successful bidders.
11.	Performance Bank Guarantee (On award of the contract)	Irrevocable Performance Bank Guarantee of value 5% of the contract value , to be submitted at the correspondence address within 10 days of issuance of the work order.

12.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact the CEO, Bihar through email by sending the pre-bid queries to ceo_bihar@eci.gov.in as per the format given in Annexure 4.
13.	Address for Communication	Office of the Chief Electoral Officer, 7, Sardar Patel Marg (Mangles Road), Patna-800015 Tel. 0612-2217956 E-mail: ceo_bihar@eci.gov.in Website: https://ceoelection.bihar.gov.in/

Note:

1. CEO, Bihar reserves the right to change any schedule of the bidding process. Please visit the website <https://eproc2.bihar.gov.in> mentioned in this document regularly for the same.
2. Proposals must be received no later than the time, date, and venue as mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.
3. The mode of submission of bids is only online through the e-procurement portal (<https://eproc2.bihar.gov.in>). No physical submission of the bids shall be entertained.
4. Any future Corrigenda/Information shall be posted only on our website <https://eproc2.bihar.gov.in>
5. Rejected/disqualified bidders would only be intimated post-final selection of successful bidder(s)/ completion of the Bid process. Along with such intimation, the EMD returning process would be initiated for disqualified bidders and the same would be affected within 30 days of issuing the letter of intent/work order to the successful bidder(s).

2. Invitation for Competitive Bidding

2.1 Definitions

- i. **Applicable Law** means the Contract shall be interpreted by the laws of India.
- ii. **GoB** means the Government of Bihar
- iii. **Bidder** means any firm offering the solution(s), service(s), and/ or materials required in the tender call. The word Bidder when used in the pre-award period shall be synonymous with the bidder and when used after the award of the contract shall mean the successful bidder with whom the office of the Chief Electoral Officer of Bihar signs the contract for rendering of goods and services.
- iv. **Contract** means the agreement entered into between the CEO, Bihar, and the successful bidder, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **Contract Price** means the price payable to the bidder under the Contract for the full and proper performance of all its contractual obligations.
- vi. **Bidder's representative** means the duly authorized representative of the bidder, approved by the Department and responsible for the bidder's performance under the contract.
- vii. **Effective Date** means the date on which the Agreement is executed.
- viii. **Financial bid** or Commercial Bid means the part of the offer that provides a price schedule.
- ix. **Goods and services** mean the solution(s), service(s), materials, or a combination of them in the context of the tender call and specifications.
- x. **Performance security** means on receipt of notification of award from the Department, the successful bidder shall furnish the security by the conditions of the contract, in the form of a Bank Guarantee to the CEO, Bihar.
- xi. **Pre-qualification and Technical bid** mean that part of the offer provides information to facilitate assessment by the committee in terms of the professional, technical, and financial standing of the bidder, conformity to specifications, etc.
- xii. **Specification** means the functional and technical specifications or statement of work, as the case may be.
- xiii. **Tender call or invitation for bids** means the detailed notification seeking an end-to-end solution.
- xiv. **ARO** means Assistant Returning Officer.
- xv. **RO** means Returning Officer.
- xvi. **DEO** District Election Officer.
- xvii. **CEO** means Chief Electoral Officer.
- xviii. **AC** means Assembly Constituency.
- xix. **PC** means Parliamentary Constituency.
- xx. **INR** Indian Rupees.

2.2 Introduction

As per the Election Commission of India's instructions, all polling stations i.e. 100% with internet connectivity have to be monitored through webcasting to ensure oversight of critical activities. In Bihar currently, there are **90,712** Polling Stations, and the office of the Chief Electoral Officer of Bihar intends to monitor all Polling Stations with internet connectivity through webcasting by 2 cameras.

3. Scope of work

3.1 Districts, DEOs, ROs Details

- A. For this RFP, the Bihar State will be treated as a single unit. The information of districts is as below.

Districts under Bihar State	Total Districts
West Champaran, East Champaran, Sheohar, Sitamarhi, Madhubani, Supaul, Araria, Kishanganj, Purnia, Katihar, Madhepura, Saharsa, Darbhanga, Muzaffarpur, Gopalganj, Siwan, Saran, Vaishali, Samastipur, Begusarai, Khagaria, Bhagalpur, Banka, Munger, Lakhisarai, Sheikhpura, Nalanda, Patna, Bhojpur, Buxar, Kaimur, Rohtas, Arwal, Jehanabad, Aurangabad, Gaya, Nawada and Jamui	38

- B. The distribution of Polling Stations, R.O. and D.E.O. is as below.

Polling Stations	R.O.	D.E.O.
90712	243	38

- C. The details of Polling Stations where webcasting is to be done are as below:

District Name	No. of ACs	Total Polling Stations
West Champaran	9	3156
East Champaran	12	4095
Sheohar	1	368
Sitamarhi	8	2910
Madhubani	10	3882
Supaul	5	1880
Araria	6	2358
Kishanganj	4	1366
Purnia	7	2553
Katihar	7	2542
Madhepura	4	1592
Saharsa	4	1566

Darbhanga	10	3329
Muzaffarpur	11	4186
Gopalganj	6	2373
Siwan	8	2908
Saran	10	3510
Vaishali	8	3106
Samastipur	10	3603
Begusarai	7	2537
Khagaria	4	1372
Bhagalpur	7	2678
Banka	5	1855
Munger	3	1208
Lakhisarai	2	904
Sheikhpura	2	582
Nalanda	7	2765
Patna	14	5665
Bhojpur	7	2551
Buxar	4	1567
Kaimur	4	1484
Rohtas	7	2692
Arwal	2	651
Jehanabad	3	1009
Aurangabad	6	2279
Gaya	10	3866
Nawada	5	2169
Jamui	4	1595
Total	243	90712

D. The following terms and conditions would govern the selection of a bidder :

- a. The bidder has to consider all the Districts across multiple phases while quoting the rates.
- b. EMD has to be paid as specified.
- c. Based on L1 of the technically qualified bidders, others may be shortlisted. They will have to match L1 in order to be considered as qualified bidders.

3.2 Detailed Scope of Work

A. Following is the scope of work to be performed by the selected bidder:

The Successful bidder has to undertake the live web streaming (both audio & video) of polling day events during the General Election to Bihar Legislative Assembly, 2025, on a turnkey basis, 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.

1. Supply, installation, commissioning, and implementation of the web-based audio & video streaming software in the server set up in the secured cloud environment. CEO, Bihar, shall not provide any hardware or software or manpower apart from the required space. The server setup should be in India.
2. Supply and installation of 02 unit IP-based web cameras (One inside the Polling Station and One outside the Polling Station) & internet connectivity for use in the identified polling stations on the polling day **along with one manpower per polling station**, to operate them to web stream the live data.
3. Supply and installation of adequate power bank for IP-based web camera per polling station
4. Supply and installation of 55-inch LED TV **for each AC** as per specification for use in the office of the **Returning Officer (RO)** along with **one manpower per AC** on the **polling day** to operate them to view the live data.
5. Supply and installation of 55-inch LED TV for each AC as per specification indicated in the office of the **DEO** along with **one manpower** for each AC for use on the **Polling day**, to view the live data, and for the help-desk facility.
6. Supply and installation of at least ten 55-inch LED TV as per specification indicated for use in the office of the Chief Electoral Officer at State headquarters on the **polling day** along with **ten manpower** to operate them to view the live data at **CEO office**.
7. The Video Streaming solution should be able to display multiple streams happening at the same time, in the polling stations, on TV (s) for viewing in the Offices of the Election Commission of India (ECI), New Delhi, CEO, DEOs & ROs.
8. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
9. Establishment of the centralized Help desk **at the CEO's Office, Bihar** with a minimum of **10 seats** to manage and fix the complaints/issues coming up on the **polling day**.

10. The data should **at no point be hosted outside India** and the bidder will not access the data unless authorized by the CEO/DEO.
11. The CEO/DEO will provide the complete list of identified polling stations to the successful bidder at the time of signing of the agreement.
12. The successful bidder will have to provide battery backup for providing uninterrupted services of live webcasting and CCTV recording.

B. On the Poll Day:

The overall number of locations with location type for the requirements of the camera, manpower, and screen is as below:-

Location Type	Number of locations	Total No. of Camera	Total No. of Manpower	TV Screen
Polling Stations	90712	181424	90712	0
RO	243	0	243	243
DEO	38	0	243	243
CEO	1	0	20	20

Note: The actual requirement of requested Infrastructure & Manpower may vary from the stated requirements above.

3.3 Technical Specifications (please refer to the latest guidelines of ECI).

Task 1: Hosting of the web-based streaming software:

The bidder shall deploy suitably secure proven web-based software that can record both audio and video.

The key features of the software shall be:

1. Able to record video in H.266 compression or other equivalent open formats which can be read by a variety of open-source software solutions.
2. Able to record at least 4 kbps audio in good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. The camera should be wall-mounted (up to 7 feet in height) and fixed. It should be appropriately secured from physical damage.
4. The web camera should be placed to cover the maximum possible area in the polling station without hampering the secrecy of the vote. The light and glare should be minimal

and should be capable of zooming in as per the requirements. It should clearly capture and transmit the following aspects of the poll proceedings:

- a. Mock Poll
 - b. Process of identification of voter by the Polling officer.
 - c. Application of indelible ink on the finger of the voter.
 - d. Initialization of control unit of EVM by Presiding officer after satisfactory identification of a voter.
 - e. Voter's visit to the voting compartment for casting a vote on the balloting unit of EVM, but without showing the cover face of the Ballot Unit/VVPAT so that voter's secrecy is preserved under all conditions and clear beep sound after pressing the button.
 - f. Presence of Polling agents to the possible extent.
 - g. Sealing of EVM (BU/CU), VVPAT, and giving copies of form 17C to polling agents
 - h. Voters' queue and peripheral area of the polling station.
5. During recording the assembly constituency (AC No.) and polling station no. (PS No.) should be visible clearly in the camera view.
 6. Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed.
 7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the Nodal Officer.
 8. 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 four previous versions of the following – Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari.
 9. 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 the manpower provided by the bidder, who will use and operate the recording system and online application at the polling station).
 10. The software shall provide video streaming URL with password protection to view district-wise, Assembly constituency-wise and polling station-wise videos that are streamed from the polling stations. 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 the CEO.**
 11. The software shall include an option for
 - a. Connectivity status of web camera/IP camera from the polling station whether the stream is online/offline.

- b. Option for auto rotation of videos within Assembly Constituency/District/State level based on the type of user connected and option selected.
 - c. Option for an on-demand view of the polling station-wise video.
- 12. Upon browser-based video recording commencement, a generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet. (more details may be added as per the guidelines)
- 13. The software provided should have been developed by the bidder and should not be free software or shareware available on the internet. During the recording, the user should be able to see the actual video that is being recorded.
- 14. The software should be able to offer graceful and smooth recording quality even in case there is a deterioration in the network speed. This should be automated without any user inputs to be required on this.
- 15. The software provided shall be able to perform queries of the video and audio content of the storage. The software shall be able to burn CDs/DVDs on Windows-based computers and be able to query the content available based on multiple parameters such as Date, Time, Location, etc.
- 16. The Video Streaming solution should be such that it supports rewinding with a playback option and the option to move to the current live status of recording.
- 17. 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 ECI, CEO, DEOs & ROs.
- 18. The software shall list all the polling stations with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
- 19. The data should at no point be hosted outside India and the bidder will not access the data unless authorized by the CEO/DEO.
- 20. The video recording of the live webcasting at the server shall be done as per the instructions of the Nodal officer and shall not be stored in any form in any type of device outside the CEO's office after giving a backup of all the videos to the CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
- 21. Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using a webcam/HD camera and connectivity of either 5G/4G/3G/2G/broadband, WiMax, DSPT, etc., based on local availability.
- 22. 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 an external Hard Disk/Storage Device for later retrieval and usage as necessary.

23. 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.
24. The bidder shall also ensure the safety of the equipment such as Laptops, Internet connectivity devices, high-end cameras, etc., installed by them at the respective places, till the events are over.
25. The bidder shall also develop application software that monitors the data feed from each polling station on the polling day; based on 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 should be vetted by the CEO, Bihar or his authorized person, a week before its deployment.
26. The bidder shall provide access to the dashboard view for more than one location, i.e., DEO, CEO, and ECI HQ which should reflect the point of failure, network status, recording status, and downtime status. The 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. Total Number of approximate Locations for Webcasting : **Polling Stations=90,712.**
3. The bidder has to supply and install the IP-based web cameras, as per the minimum specifications in the identified polling stations. The web camera should have the facility for local recording, with a minimum of 3 Megapixel camera resolutions. The camera should have night vision capability, a wide angle with 30/170-degree coverage. The camera should have the capability of 10x zooming. The camera should have a minimum illumination of .05 lux.
4. 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 in 1920x1080.
5. The bidder has to arrange **suitable internet connectivity at all locations** for the installation of cameras for the services rendered by them.
6. **The bidder has to post one person at each identified polling station, with proper training** on the usage of the web streaming software, using the camera and internet connectivity on the day of polling and during trial runs.
7. The bidder is required to have at least two day/trial runs of the process, to satisfy the client that their systems are in good working condition at least two days before the poll

day. The trial run for the check posts should commence two days before the dates & duration being circulated by the CEO, Bihar/DEO.

8. In case of a Re-poll ordered at a polling station under live web streaming, the web streaming/CCTV of that re-poll should continue to be the responsibility of the bidder. This will not entail additional financial commitments.
9. The bidder shall also provide a facility in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smoothly by providing 55 inch LED TV.
10. The bidder shall ensure that the live feeds are transmitted securely to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operation is on.
11. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO, Bihar, to receive the same.
12. The recorded material shall be the exclusive property of the CEO, Bihar, and neither the Bidder nor any other party will be entitled to utilize the same.
13. After the event is over on polling day, the supplied LED TVs and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
14. The bidder shall provide adequate compute performance on the servers and storage along with suitable high-speed internet/network bandwidth to accommodate the multiple video streaming.
15. The video and audio should be live-streamed to the control center via the server; the bidder should deploy the resources on the days of polling in each control center.
16. The bidder shall provide 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 an external Hard Disk and the same shall be made available in DVD/External Hard Disk/any other suitable media **at the end of the day** to the officials concerned.
18. Number of Days required for recording at each location: 1 day (24 hours or part thereof).
19. The successful bidder has to provide uninterrupted services for streaming and recording at the polling station.
20. The successful bidder has to provide dedicated manpower at the polling station for live web streaming & CCTV recording for the complete duration of the poll event as specified by the CEO/DEO. The manpower deployed for this purpose shall not be engaged at any other location or in any other task.
21. The live web streaming has to be of the area specified by the officers and the live streaming or recording must not deviate from the specified area. It must be set up at the beginning of the poll event in consultation with the officer at the polling station.

Task 3: Setting up a Help Centre and Deployment of Manpower

1. The bidder is required to deploy **adequate manpower** to meet all conditions of the assignment. **The Agency shall appoint one dedicated field coordinator in each district, who will liaison with the District Nodal Officer for webcasting.** The concerned should also be **the link person** for any communication from Office of CEO, Bihar. The list of all such District coordinators of the agency shall be shared with the Office of CEO, Bihar and concerned DEOs at least 15 days before the Poll Day.
2. Centralized Help Desk in State HQ operating under the control of the nodal officer.
3. A team with a 10-seater minimum for the polling day shall be located in Patna 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 3 days before polling and one day after polling, including the polling day. If there is a re-poll, it should continue, till the end of the re-poll.
5. Manpower: The personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. Similarly, the manpower deployed for polling day should be available and capable of assisting with any issues arising during the assignment.
6. The CVs of all the personnel, being deployed should be provided. Each of the personnel should have at least two of the following with him while on duty: - A Passport, A Driving License, a PAN Card, an Aadhaar Card, or any other form of identification as specified by the Nodal officer.
7. The following details shall be provided by the bidder in the CVs – Name, Date of Birth, Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.
8. 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.
9. The personnel shall be required to operate around the day of the polling process from each of the centers posted, in each of the Assembly Constituencies.
10. The Personnel have to report for duty one day before the polling day and must be available till the sealing of EVMs is completed.
11. Training of this 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, in the district/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for duty.
13. Troubleshooting any hardware/software issues related to the entire process of recording streaming and monitoring.
14. Any other tasks found necessary for the successful live streaming of the videos.

Task 4. Development of Training Material

1. Detailed Training Material is required to be developed by the bidder as part of the assignment. The training material is required for the following purposes:
 - a. For operating the web streaming Software / Cameras etc.
 - b. For the post-event operation of the Video Monitoring 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 Guide, 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 authorized users. It shall also be available offline in Drive / CD 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.

Task 5: IP-Based HD CCTV Monitoring and Recording of the Polling at Polling Station

The bidder has to supply and Install the IP-based HD CCTV Monitoring camera as per the minimum specification mentioned in this RFP for the camera for polling stations. The CCTV monitoring camera should have the facility of local recording of audio and video using NVR/SD card / any other suitable method or suitable recording system or subsystem.

The successful bidder has to provide battery backup to provide uninterrupted services for IP-based HD CCTV monitoring and recording at the polling station.

The successful bidder has to provide dedicated manpower at the polling station for live web streaming & CCTV recording for the complete duration of the poll event as specified by the CEO/DEO. The manpower deployed for this purpose shall not be engaged at any other location or in any other task.

3.4 Reporting Requirements and Time Schedule for Deliverables

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 report may be submitted in hardcopy and soft copy (through e-mail / MIS / Shared Folder over the Internet) to the officers concerned.
6. After completion of the recording activities, the bidders will arrange all data on the external Hard Disks and hand over them to the nodal officer, within 4 days after event (Polling) is completed. After handing over the data, the bidder shall not retain any data in their computers or any other form with them. If there is any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The external HDD/Storage Devices shall be provided by the bidder at his own cost.

3.5 Supply Installation Commissioning

1. Delivery: The ordered items shall be delivered, installed, and commissioned within one week from the date of the work order or if specified, as per the date mentioned in the work order. The successful bidder after obtaining the consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to the client.
2. The office/user department is solely responsible for the site preparation if any before the scheduled installation dates.
3. After successful installation, commissioning, and completion of the delivery to the user department at different locations, the bidder must obtain a signed delivery challan.
4. The bidder must provide the Name, Mobile number and email Addresses of the representatives who are responsible for attending the services at each client site. The bidder should also provide the details of the center in charge, the higher level in charge who is responsible for overseeing the service centers, and the person to whom complaints can be made, in case the services provided to any center, are not satisfactory.
5. In case of any change in the work order, it shall be communicated to the bidder well 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, which has to be attested by the concerned DEOs.
7. The successful bidder shall be liable and /or responsible for the compliance of all statutory provisions and especially those relating to labour laws in respect of this contract.
8. The successful bidder should be able to provide the requested data from the server immediately.
9. The successful bidder should keep the provision of data (audio & video) backup and recovery.

4. Eligibility Criteria:

S. No.	Basic Requirements	Description	Documents Required
1.	Legal Entity	Bidder should be a Public / Private Limited Company registered in India under the Companies Act 1956. The Company / Agency / Entity must have experience of having executed works of agencies for election live web streaming surveillance work for at least 5 years in the recent past on behalf of Election Commission of India or any Government Departments / PSUs and Government Agencies. Joint Ventures or Local body experience not allowed. In case of consortium, only prime bidder experience allowed.	a) Copy of the Certificate of incorporation should be submitted. b) Copy of the work order dated on or before 01.04.2025 obtained from the concerned Chief Electoral Officer of the States of India.
2.	Bidder's Turnover	The Bidder responding to this RFP should have a cumulative turnover of Rs. 100 (Hundred) Crores during the three financial years (FY-2022-23, 2023-24 & 2024-25).	Audited Financial Statements <u>along with</u> CA Certificate clearly defining the cumulative turnover as per the format given in Annexure 9 with UDIN.
3.	Bidder's Net worth	The bidder should have Minimum Net Worth of Rs. 50 Crores as of Financial Year (FY 2024-25).	CA Certificate for Net Worth
4.	Bidder's Experience	a) Bidder should have executed live election web streaming (IP based HD CCTV cameras based audio & video from multiple locations) orders cumulatively totaling in not less than 1,20,000 locations and at least 7500 CCTV cameras for counting in India for CEO office or any Government Department / PSUs and Government Agencies on behalf of Election Commission of India during the last 2 Financial Years (2023-24 & 2024-25) b) Bidder should have executed at least three full state orders of live web streaming (IP based HD CCTV Cameras based audio & video from multiple locations) for web streaming of Elections in India on behalf of Election Commission of India during last two years from date of issue of RFP (2023-24 & 2024-25) Joint Ventures or Localbody experience not allowed. In case of consortium, only prime bidder experience allowed.	Copies of the work order along with completion certificate for orders cumulatively totaling in not less than 1,20,000 locations and 7500 CCTV counting cameras in India to be concerned Government / PSU and Government Agencies Copy of the work order(s) or Agreement from the customers should be submitted

5.	Statutory Registrations	The Bidder should have a valid PAN and GST registration	Copies of relevant Registrations.
6.	Black listing / Terminations	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government	As per the attached Annexure 3.
7.	Availability of IP Cameras	The bidder must have a physical stock of at least 90,000 IP Cameras of similar or better specifications given in this technical specification at the time of bidding.	Self-Declaration
8.	Manpower	The bidder should have at least minimum 100 skilled manpower on their Payroll with PF and all statutory manpower compliance as on date of RFP	Self-Certification for 100 skilled manpower
9.	ISO Certification	The Bidder should at least have following 3 (three) valid Certificate of ISO ISO 27001:2018 or later year, ISO 45001:2018 or later year and ISO 9001:2015 or later year	Valid copy of ISO Certificates to be submitted (Certifications should be prior to the tender published date)

- c) Bidders must provide adequate documentary evidence in support of their claims.
- d) The final decision on the assessment of pre-qualification criteria would solely lie with the CEO, Bihar.
- e) The documents not relevant to this RFP shall not be accepted.
- f) Once the tender document is submitted then only the document requested from the official mail ID for any clarification in the bid submitted by the bidder will be accepted.

5. Method of Evaluation

The selection of vendors is a two-stage bidding process where eligible bidders shall submit their technical bids and financial bids separately.

- a. Eligibility-cum-Technical bids will be evaluated for all the bidders.
- b. Financial bids will be opened only for those bidders who are found eligible and technically qualified.
- c. Financial bids for the ineligible and/or technically disqualified bidders will not be opened.

6. Service Level Agreement (SLA) requirements

100% Server, Network & Power Uptime SLA: The vendor should provide 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Poll Day as declared by the ECI and shall be from the commencement of the Mock Poll to the end of the Poll or as decided by the client. The Vendor will develop a suitable dashboard for reporting the buffer and failure.

1. The vendor should ensure the following SLA for Polling Stations. The vendor should provide the Server logs for each polling station to the CEO, Bihar within 24 hours after the event is over. The deduction due to the downtime of each location will be calculated as per the following table :

S.N.	Service Availability at each Polling Station/Check Post	Deduction from the Cost Per Camera
1.	99.9% to 100%	0%
2.	98% to 99.8%	10%
3.	95% to 97.9%	25%
4.	90.1% to 94.9%	40%
5.	90% or below	50%

2. The buffering should not happen in the streaming at the ECI, CEO, DEO, and RO offices. For the calculation of the buffering on the poll day, the vendor should provide the log

files received from their Cloud service provider for each polling station. In case, if buffer happens, then the deduction for those many polling stations will be calculated as per the table above:

Note 1: In case of any disruption due to internet connectivity, the streaming data has to be stored in the local SD Card/ or any such media, and the same shall be made available on an External Hard Disk / Any such media, at the end of the day to the officials concerned. However, payment will be calculated as per the above table.

3. The successful bidder will have to follow SLA for the testing as per the schedule given below:

S.N.	Time Line	Activity	Non-compliance	Penalty
1.	P-2	The Vendor will set up the camera at all identified PS and demonstrate webcasting through VC to ECI officials, the CEO, and DEO. Conversion of webcasting to CCTV recording should not be more than 5%.	Not successfully demonstrating at that location.	10% cost of that non-performing location.

Note:

- A. P- Stands for polling day.
 - B. In the case of a multi-phased election, each activity has to be performed separately.
 - C. The bidder should submit the testing report as per the schedule above to the District Election Officer and District Election Officer should then submit the testing report to the CEO.
4. The successful bidder will have to submit all the recordings (including webcasting & CCTV) assembly constituency-wise & polling station-wise within 4 days of the completion of the event.

S.N.	Submission of the recording	Deduction from the total Payable cost of that AC
1.	Penalty for Non-submission of data/backup within four days after completion of the event	10%
2.	Penalty for non-submission of data/backup within 10 days after the completion of the event	50%
2.	Penalty for non-submission of data/backup within 15 days after the completion of the event	100%

5. The recording submitted by the vendor should be continuous, there should be no disruption, and the orientation of the camera should be proper/focused to capture the desired area, if not, then the 100% cost of that polling station will be deducted.

Note:

1. The penalty shall be calculated polling station-wise.
2. SLA recording hours for Polling would be from the commencement of the Mock Poll to the end of the Poll or as decided by the client.
3. In the case of those polling stations where the recording is not available, no payment will be made to the vendor for the camera as well as for manpower.
4. In case the vendor has not installed the webcam/CCTV camera for the desired polling station(s), no payment will be made for that many polling stations to the vendor. In addition to that, 25% cost of non-available locations will also be deducted from the payment of all the remaining polling stations in that AC. For example, if 100 cameras need to be deployed for AC No. 1, and the vendor has not installed cameras at 10 locations, then the payment will be made for only 90 polling stations after the deduction of the 25% cost of 10 locations being imposed on the remaining value.
5. The vendor should provide a live web streaming report as per the live dashboard with the following parameters
 - a. District
 - b. Assembly Constituency
 - c. Polling Station No.
 - d. Camera No./ID
 - e. Streaming start date & time
 - f. Streaming end date & time
 - g. On/Off status
 - h. The total duration of off/non-functional time
6. The vendor should also provide an API for accessing/downloading from the live server logs to the CEO, Bihar. The downtime/service availability of all the web cameras installed by the vendor will be calculated by the client, using server logs. The API should contain the following parameters and it should be auto-downloaded with the scheduler and the interval will be of 1 minute or as instructed.
 - a. District
 - b. Assembly Constituency
 - c. Polling Station No.
 - d. Camera No./ID
 - e. Streaming start date & time
 - f. Streaming end date & time
 - g. On/Off status
 - h. The total duration of off/non-functional time
7. Complete Backup to be provided for polling day, within 4 days after the completion of the event in a suitable backup device such as an External HDD etc. No payment will be made for polling stations where complete backup is not provided.

8. The election is a very sensitive event and the successful bidder has to maintain the secrecy of election-related data and other relevant stuff. If it is found that secrecy is breached, appropriate legal action will be initiated.

7. Milestones

S.N.	Milestones	Approval	By Date
1.	Contract deployment plan consisting of no. of resources and their allocation, time of deployment, distribution of material, and kick-off meeting with Webcasting and implementation partner team at CEO and also at the concerned DEO office.	By CEO	P-25
2.	Inception Report Submission	By CEO	P-20
3a	Locally translated user guide material	By CEO	P-10
b.	Training material reaching designated places	By DEO	P-10
c.	The technical person should be assigned and well-trained	By CEO	P-10
4a.	A monitoring mechanism should be there with a control room setup	By CEO	P-4
b.	Two Trial runs and satisfactory Certificate before two days of poll day.	By CEO	P-2
5a.	Test runs from all polling stations should be done (at least 2 days before)	By CEO	P-2
b.	Sending test run report to Chief Electoral Officer, Bihar	By CEO	P-2
c.	The Power socket should be in working condition	By DEO	P-3
6.	Deployment and installation of hardware (webcam with power backup)	By DEO	P-1
a.	The camera should not be placed against the light from the window or door	By DEO	P-1
b.	The room should be well-lit	By DEO	P-1
7.	Ensure that a dedicated resource person with their contact details is available continuously at the polling station for webcasting monitoring	By DEO	P

S.N.	Milestones	Approval	By Date
8.	Submission of all other project deliverables and final report	By CEO	Within 15 days after the completion of polling events. Payment by CEO, Bihar.

Where P is the polling day.

8. Webcasting Planner:

P = Polling Day		Timeline (Minimum)		
S.No.	Event	Relative Timelines	No. of days	No of days for completion of the task
1.	Identifying personnel for monitoring and handling cameras at Polling Stations	P-25	22	3
2.	Training by Vendor to chosen State personnel	P-24	20	4
3.	Ensuring network connectivity at PS where webcasting needs to be done.	P-23	21	2
4.	The Vendor will set up cameras on 5 Polling Stations and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-20	18	2
5.	The Vendor will set up cameras on multiple Polling Stations and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-12	9	3
6.	Provide a webcasting link and port details to CEO office by the vendor	P-10		
7.	Supply and Installation of LED TV and depute manpower per officer by the vendor in RO, DEO, and CEO office for webcast monitoring	P-3		
8.	The Vendor will set up cameras on all PS and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-2	1	1
9.	Submission of the clear and complete recording along with web uploading of certificate to DEO and a copy to CEO	P+4	5	1

	Must and to be monitored by the CEO & ECI
	Must and to be monitored by the CEO & DEO
	Must and to be monitored by the DEO & RO

9. Payment

- (a) No advance payment will be made.
- (b) Payment will be released by the CEO, Bihar based on the quantity used at the site, and the same has to be attested by the concerned DEOs.
- (c) Penalty/deduction amount, if any, will be adjusted in the payment to the successful bidder.
- (d) GST will be paid as applicable.
- (e) Successful Bidder will be responsible for the remittance of Taxes to State and Central Government as per the applicable rule.

Note: The concerned DEOs will verify the bidder works as per **Annexure 7**.

10. Terms and Conditions Governing the Contract

10.1 Instructions to the Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and the award of contracts. It is important that the bidder carefully reads and examines the Tender document.

10.2 Availability of Tender Document

The Tender document is available and downloadable on <https://eproc2.bihar.gov.in> website: Tender Fees (non-transferable & non-refundable) must be paid online at the e-procurement portal (<https://eproc2.bihar.gov.in>)

10.3 Pre-bid Meetings and Clarifications

i. Clarifications

The prospective Bidder requiring any clarification on the Tender shall contact CEO, Bihar, through email by sending the queries to ceo_bihar@eci.gov.in. The queries, if any, shall be submitted by the bidders as per the format given in the **Annexure 4**. CEO, Bihar, would provide clarifications to only those queries which would be received before the due date as mentioned in the Bid data sheet. All future correspondence/corrigendum shall be published on <https://eproc2.bihar.gov.in> only.

ii. Pre-bid Conference and Issue of Corrigendum.

- a) A Pre-Bid conference of all the interested bidders shall be held at the scheduled date and time as per the details mentioned in the Bid Data Sheet.
- b) The CEO, Bihar, reserves the right to make any kind of amendments to the terms and conditions of the Tender before the due date of submission of a bid. Any

change/clarification/corrigendum will be uploaded on the <https://eproc2.bihar.gov.in> . This will form a part of this Tender document.

- c) The CEO, Bihar, at its discretion may extend the due date for the submission of bids.

10.4 Preparation and Submission of Proposal

i. Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the Tender document carefully. Submission of a bid shall be deemed to have been done after careful study and examination of the Tender document with a full understanding of its implications. The response to this Tender should be complete in all respects. Failure to furnish the required information or submission of a proposal not substantially responsive to the Tender requirements, in every respect will be at the bidder's risk and may result in the rejection of its proposal. The Tender Document is not transferable to any other bidder.

ii. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the client, shall be in English language only.

iii. Submission of Bid

The bidders are required to submit soft copies of their bids electronically on the <https://eproc2.bihar.gov.in> Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the <https://eproc2.bihar.gov.in> Portal, preparing their bids according to the requirements, and submitting their bids online on the <https://eproc2.bihar.gov.in> Portal.

More information useful for submitting online bids on the EPROC Portal may be obtained at: <https://eproc2.bihar.gov.in>.

A. REGISTRATION

- 1) Bidders are required to register in the EPROC (URL: the <https://eproc2.bihar.gov.in>) by clicking on the link "**Vendor Registration**" on the EPROC Portal.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the EPROC Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (DSC) (Class III Certificates with signing + Encryption key usage)** issued by any Certifying Authority recognized by CCA India, with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.

- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the EPROC Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option for advanced search for tenders, wherein the bidders may combine several search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc. to search for a tender published on the EPROC Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the EPROC Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

C. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with a black-and white option which helps in reducing the size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can upload all such documents. These documents may be directly submitted from the profile & documents area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

D. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance of bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online,

without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyer's/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

E. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Joint Secretary, Bihar (email: ceo_bihar@eci.gov.in), Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to the EPROC TENDERS Portal, in general, may be directed to the 24x7 EPROC Portal Helpdesk.

F. The Bidder shall submit the proposals online as described below-

- a) Proposals that are incomplete or not in the prescribed format may be rejected.
- b) The Technical and Financial proposal should be submitted only through the e-procurement Portal.
- c) Technical Proposal - The proposal should be as per the Technical Proposal format provided in the Annexure 2.
- d) Financial Proposal - The proposal should be submitted in the Financial Bid format provided on the portal (<https://eproc2.bihar.gov.in>)
- e) The Financial Bid should be exclusive of GST which shall be paid as per the prevailing rates but inclusive of all other taxes & duties.
- f) Conditional proposals shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before submission of the bids.

- g) Any alteration, erasure, or overwriting shall be valid only if the person or persons signing the bid sign against them with his/their initials.
- h) Bidders are advised to upload the proposals well before time to avoid last-minute issues.
- i) The bid has to be submitted only online at <https://eproc2.bihar.gov.in> website. No physical submission of bids shall be accepted.

10.5 Late Bids

Proposals after the due date and time shall not be accepted.

10.6 Bid Validity

The TENDER offer must be valid for 1 year from the due date of submission of the proposal as mentioned in this TENDER or the subsequent corrigendum (if any).

10.7 Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the client will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.8 Interpretation of the Clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of the clauses by the Chief Electoral Officer, Bihar shall be final and binding on the bidder. The decision taken by the Chief Electoral Officer, Bihar in the process of Tender evaluation will be full and final.

10.9 Amendment of Tender Document

At any time before the deadline for submission of bids, the CEO, Bihar, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on the website and bidders are requested to visit the e-procurement website for updates, modification, and withdrawal of Offers.

10.10 Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and conditions and technical specifications specified in the Bid.

10.11 Confidentiality

1. Any attempt by a Bidder to influence the CEO, Bihar, in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
2. If any Bidder wishes to contact the CEO, Bihar, during/after the opening of the Bids to award of contract, he may do so in writing.

10.12 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Patna only.

10.13 Indemnity

The successful bidder(s) shall indemnify, protect and save the CEO, Bihar, against all claims, losses, costs, damages, expenses, action suits, and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all components (like system software, software tools, hardware, etc.) and the services rendered under this Bid.

10.14 Force Majeure

1. The successful Bidder shall not be liable for forfeiture of its Performance Bank Guarantee Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of the CEO, Bihar, in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the CEO, Bihar, in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.15 Right to terminate the process

The CEO, Bihar, reserves the right to accept or reject any tender offer, to annul the tendering process, and to reject all tenders at any time before the award of the contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

The CEO, Bihar, makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this BID does not constitute an offer by CEO, Bihar. The bidder's participation in this process may result in CEO, Bihar, selecting the bidder to engage in further discussions and negotiations.

10.16 Limitation of Liability

The maximum aggregate liability of a successful bidder shall not exceed the order value.

10.17 Performance Bank Guarantee (PBG)

The Successful Bidder(s) shall be required to submit a Performance Bank Guarantee of 5% - of the work order, within 10 days of issuance of the work order. All charges concerning the PBG shall be borne by the bidder. The PBG shall remain valid for the contract period duration plus six months. The Successful Bidder shall have to submit the Performance Security in the form of a Bank Guarantee. PBG will be discharged/returned by the CEO, Bihar upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.

This Performance Bank Guarantee may be invoked on violation of any of the condition (s) given below:

1. If any of the hardware or services, provided, do not perform satisfactorily.
2. The observed output/deliverables of the project do not follow the approved specification.

On submission of the Performance Bank Guarantee, the EMD amount submitted will be released.

10.18 Taxes and Duties

Rates should be inclusive of taxes & duties including delivery at the site and installation & configuration etc. except the GST, which shall be payable extra on actuals as per the prevailing rates.

10.19 Contract Period

The duration/validity of this tender will be for the period of 1 year from the date of issuance of the LoI/work order, extendable by another one year subject to the satisfactory performance by the successful bidder. This extension is not automatic but subject to satisfaction and approval of CEO, Bihar

10.20 Delivery Period

The delivery period should not exceed as mentioned in this RFP from the date of order under any circumstances. CEO, Bihar, reserves the right to extend the delivery period.

10.21 Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign, sublet, or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of the bidder, transfer/ sub-contracting may be permissible with the written concurrence of the client.

10.22 Penalty

Suggested to the bidder to please refer to the SLA in this RFP.

10.23 Corrupt / Fraudulent Practices

The client requires that the bidders under this Bid should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the client defines the terms set forth as follows:

1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process, or contract execution;
2. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
3. "Fraudulent practice" means a misrepresentation of facts to influence the award of a contract or a procurement process or execution of a contract to the detriment of the client, and includes collusive practice among bidders (before or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of the free and open competition;

4. The client will suspend the award of the contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The client will declare a bidder ineligible after giving an opportunity of being heard, either indefinitely or for a stated period, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing this contract.

11. Resolution of Disputes

1. CEO, Bihar, and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after ten (10) days from the commencement of such informal negotiations, the CEO, Bihar, and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Bihar Arbitration Law. All Arbitration proceedings shall be held at Patna and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
3. In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Court in Patna.

12. Earnest Money Deposit ("EMD")

The proposal should be submitted with an EMD as follows:

- a) The Bidder shall furnish an EMD as per the amount mentioned in the Bid Data Sheet online through the e-procurement portal <https://eproc2.bihar.gov.in>
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of the expiration of the period of proposal validity or 30 days after awarding the Tender to successful Bidder(s).
- d) In case of a successful bidder, the EMD shall be discharged upon signing the agreement and submission of the performance bank guarantee.
- e) No exemption in EMD/ Performance Bank Guarantee deposit in any form will be given to any firm/ company/ proprietorship/ corporation/ public undertaking. If the required EMD amount is not submitted, then the bid will be unconditionally rejected.
- f) The EMD shall be forfeited by CEO, Bihar, on account of one or more of the following reasons-
 - If a bidder withdraws his bid during the period of bid validity.
 - If the bidder fails to sign the agreement by terms and conditions (Only in case of a successful bidder).
 - Fails to furnish performance bank guarantee as specified in **Annexure 10**.
 - Information given in the proposal is found inaccurate/incomplete.

- If it is found that the bidder has submitted forged/manipulated documents, or incorrect information in the bid proposal.

13. Evaluation Methodology

A. Bid Opening.

1. Bid Opening shall take place through the e-procurement Portal. Online Proposals submitted along with the EMD/ Performance Bank Guarantee and Tender Fee (Payable Online through the portal) shall be considered for Technical Bid opening as per the timelines mentioned in the Bid Data Sheet.
2. In case of EMD/ Performance Bank Guarantee is not received as per the timeline mentioned in the Bid Data Sheet, the bid submitted in the e-Procurement portal will be rejected.
3. A maximum of two representatives from each Participating Organization would be allowed to attend the Bid Opening. The Bidder's representatives, who may choose to attend the session, can attend the Bid opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by CEO, Bihar through <https://eproc2.bihar.gov.in>
4. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
5. To assist in the scrutiny, evaluation, and comparison of offers, the CEO, Bihar may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm that correction of arithmetic errors discovered by the CEO, Bihar in the evaluation of the bids.

B. Bid Evaluation

To evaluate the Bid the CEO, Bihar, shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

1. The CEO, Bihar, will evaluate and compare the bids that have been determined to be substantially responsive.
2. The Tender Evaluation Committee shall review the Technical Proposal along with the Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
3. The Evaluation committee may seek clarifications on the solution offered by the successful bidder if it so desires.
4. The financial proposals of only those bidders will be opened, who are technically qualified.

C. Failure to Agree with the Terms and Conditions of the BID

Failure of the successful bidder to agree with the Terms & Conditions of the BID / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event CEO, Bihar would reject the proposal and forfeit the EMD as specified in the document.

D. Financial Bid Evaluation

The financial bids of technically qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with the lowest bid value may be declared as Lowest Bidder (L1).

E. Selection of the Bidders

1. The Financial Bids of only the 'Technically Qualified Bidders' will be opened to prepare the first list of L1, L2 etc. The lowest rate L1, received from a qualified bidder will be treated as the "Discovered Rate". Based on L1 of the technically qualified bidders, others may be short listed. They will have to match L1 in order to be considered as qualified bidders.

Bidder needs to provide their financial bid as per the format provided in the RFP..

2. Considering the scale and urgency of work, the time-bound nature of Polling related activities, need for continuous monitoring and contingency preparedness during the General Election to Bihar Legislative Assembly, 2025, the client reserves the right to award the work order to more than one agency that matches L1 rate and meets the required technical criteria, in the interest of timely and effective execution. The selected Bidder/Bidders shall be issued a Letter of Intent (LOI)/Work Order.

3. Until a formal agreement is signed, this document along with the Corrigenda and Letter of Intent (LOI)/Work Order shall be binding on the Bidder.

4. The Selected Bidder shall be required to enter into an Agreement with the CEO, Bihar within 7 days of the issue of the Work Order.

F. Other terms & conditions

1. A certificate in the format mentioned in Section 63 of Bharatiya Sakshya Adhiniyam, 2023 is necessarily given to District Election Officer, otherwise, no payment would be made.
2. The bidder has to ensure that the IT system is duly following the IT Act of the Government of India and all provisions of cyber security issued by ECI.
3. The successful bidder has to maintain the secrecy of the complete work and in case of breach of secrecy appropriate legal action will be initiated against the successful bidder.

14. Exit Clause

Before the end of the contract and after the completion of the polling 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 external HDDs of 1 TB or more capacity, with software to view the details as and when necessary.

- (b) The complete recording of events in video/audio format in external HDDs of 1TB 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 Election.

Annexure 1: Checklist

Bid Reference: Bid Proposal for providing a Monitoring System (Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services)) for the General Election to Bihar Legislative Assembly, 2025.

1. Bidders detail with reference to the PQ/Eligibility Criteria clause

The following are the particulars of our organization:

Sr. No.	Description	Details (to be filled by the bidder)
1.	Name of the company	
2.	Official address	
3.	Phone No.	
4.	Corporate Headquarters Address	
5.	Phone No.	
6.	Email IDs	
7.	Website Address	
8.	Details of Company's Registration (Please enclose a copy of the company's registration document)	
9.	Name of the Registration Authority	
10.	Registration Number and Year of Registration	
11.	GST Registration No.	
12.	Permanent Account Number (PAN)	
13.	Name and address of the Banker	

Note: Separate sheets may be attached wherever necessary

2. Annual Turnover for the last 3 financial years with reference to the PQ/Eligibility Criteria Clause

Financial Year	Total Annual Turnover in Rupees
2022-23	
2023-24	
2024-25	
Copy of audited Balance Sheets & CA Certificate is attached on Page No.....	

3. Bidder's Net worth with reference to the PQ/Eligibility Criteria Clause

Financial Year	Net worth
2024-25	
CA certificate attached on Page No.....	

4. Detail of bidder's experience with reference to the PQ/Eligibility Criteria

S.N.	Project Name	Name of concerned Govt. Agency/ Department/ PSUs	Total Project/ contract Value in Rs.	Contract Award Date and Work Completion Date	Relevant Certificates enclosed on Page No. of the PQ Bid
1					
2					
3					

Note: Extra sheets may be attached.

5. Registration

Registrations	Copies of relevant Registrations
The Bidder should have a valid PAN and GST registration	As per the standard format
Copies of PAN and GST registration are attached on Page No.....	

6. Not Blacklisted

Not blacklisted	Certificate
The Bidder should not be blacklisted	As per the standard format
The Certificate is attached on Page No.....	

7. Self-Declaration of Stock of No. of Cameras

Stock of Cameras	Certificate
The Bidder should have sufficient stock	As per the standard format
The Certificate is attached on Page No.....	

Annexure 2: Covering Letter for the Technical Proposal

To,

The Chief Electoral Officer,
Office of the Chief Electoral Officer of Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna-800015

Sub.: Selection of Agency for providing a Monitoring System Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services) for the General Election to Bihar Legislative Assembly, 2025

Dear Sir/Madam,

Having examined the tender document, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the Selection of Agency for providing a Monitoring System Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services) for the General Election to Bihar Legislative Assembly, 2025. To meet such requirements and provide such services as required and are set out in the tender document. We attach hereto the tender technical response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, that we will adhere to the implementation plan (Project schedule for providing the proposed project put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and the CEO, Bihar, or its appointed representatives).

We agree to the unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response during the validity of the Bid. It shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the CEO, Bihar.

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents delivered or to be delivered to CEO, Bihar is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead CEO, Bihar as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in an absolute sense to reject all or any of the products/services specified in the tender response without assigning any reason whatsoever.

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

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of the bidder

Witness Signature:

Witness Name:

Witness Address:

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Designation		
Company Address		
Phone		
Mobile		
E-mail		

Annexure 3: Declaration for not being blacklisted

To,

The Chief Electoral Officer,
Office of the Chief Electoral Officer of Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna-800015

Sub.: Self-declaration for not being blacklisted.

Dear Sir,

In response to the above-mentioned Tender I/We, _____, as _____ <Designation> _____ of M/s _____, hereby declare that our Company / Firm _____ is having an unblemished record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt/fraudulent or any other unethical business practices.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

Annexure 4: Pre-bid Queries Format

Pre-Bid Queries				
Bidder's Name: _____				
S. No	RFP Page No.	Clause No.	Current Clause /Requirement Description	Query/ Suggestion for Change

Annexure 5: Non-disclosure Agreement

To

The Chief Electoral Officer,
Office of the Chief Electoral Officer of Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna-800015

The format will be provided by the CEO, Bihar.

Sir,

Sub: Non-disclosure agreement.

Due to security reasons, the vendor is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Consultant Personnel will also be required to sign a Non-Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

Annexure 6: Technical Specifications & Compliance of the Camera & TV
(Check as per the latest guidelines)

Description	Details	Compliance Yes/No
During Polling	IP-based web camera	
	The facility of local recording	
	Minimum 3-megapixel camera resolution	
	Night vision capability	
	Wide angle with 30 / 170 degrees coverage	
	The Capability of 10x zooming	
	Minimum illumination of .05 lux	
	The Camera should support a 16-4096 kbps code rate	
	The Camera should support s constant bit rate / variable frame rate of up to 30 fps	
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,	
	The display to be supported is 1920*1080	

Specifications for 55-inch LED TV:

S.N.	Descriptions	Compliance Yes/No
1.	55-inch display with floor stand /Slanting stand for dais with The following accessories: 15-meter HDMI & C-Video cable Should have the following inputs (S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output Should come with remote control	

Specifications for Internet Connectivity:

S.N.	Description	Compliance
1.	Internet connectivity with minimum speed is required for uninterrupted web streaming from a reputed service provider with good coverage at polling stations.	

Annexure 7: Verification of the Vendor works by the DEOs

(A) TEST/DRY RUN FROM POLLING STATIONS

Sr. No.	District	AC No. and Name	Total PS	Total PS where Test/Dry Run successfully conducted	Remarks

(B) POLL DAY WEBCASTING

(i) For the IP-based Web Cameras at the Polling Stations:

Sr. No.	District	AC No. and Name	Total PS for Webcasting	Total PS where Webcam installed	Total No. of Webcam installed	Remarks

(ii) For the Manpower deployed at the Polling Stations:

Sr. No.	District	AC No. and Name	Total PS where Webcasting was actually performed	Total Number of Manpower deployed at PS	Remarks

(iii) For the submission of Recording of Webcasting on Polling Station :

Sr. No.	District	AC No. and Name	Date of Poll	Date of Submission of Recording in External Hard Disk	Remarks

(iv) For the manpower deployed at the RO/DEO:

Sr. No.	District	Total AC	Total TVs deployed at RO	Total Manpower deployed at the RO level	Total TVs deployed at DEO	Total Manpower deployed at the DEO level	Remarks

Annexure 8: Financial Bid

Name of the Bidder:						
(A) For Polling Station						
S/ N	Location Type		Polling Stations	RO	DEO	CEO
	Approximate Number of locations (for calculation purposes only)		90712	243	38	01
x	Camera and allied activities	Quantity	181424	0	0	0
		Per Unit Rate (in Rs)				
		Total Amount				
y	Manpower	Quantity	90712	243	243	20
		Per Resource Rate (in Rs.)				
		Total Amount				
Grand Total For Polling Station (x+y) = (A)						

Financial Bid Notes:

- (i) The Rates shall be exclusive of GST, which shall be payable extra as per the prevailing rates, but inclusive of all other taxes & duties, rates, related accessories, Driver Software, Operating Manuals, Forwarding, Freight, Installation charges, etc. at sites.
- (ii) Part A of the financial bid includes charges for carrying out web streaming/recording, viewing, CCTV & other services mentioned in the RFP for polling events at the polling station.
- (iii) The above quantities are indicative quantities for bid evaluation purposes
- (iv) The unit cost of the camera (X) includes all the work as mentioned in the RFP (which includes, camera, software, streaming, TV, Internet, Backup, help desk, and allied activities). However, this does not include the cost of manpower being deployed in the field, which is being asked under the heading manpower(Y).
- (v) While the grand total is used for the calculation of the lowest bidder the respective unit rates would be the applicable rate as per the actual quantity.
- (vi) The aforesaid calculation and the location mentioned in the financial bid are only to arrive at the L1 bidder. The actual number of locations would be as per the actual number of locations under clause 3 (scope of work) mentioned in the RFP.
- (vii) While the grand total above is for financial bid calculation purposes, the unit rates as quoted by the selected bidder would be the final applicable rates.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

Annexure 9 : CA Certificate format for Related Turnover (Indicative)

To

The Chief Electoral Officer,
Office of the Chief Electoral Officer of Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna-800015

Sub: Certificate regarding Turnover in India in the 3 financial years of 2022-23, 2023-24, and 2024-25.

Dear Sir,

We have examined the books of account and other relevant records of <<Bidder's Name & Registered Address>> based on such examination and according to the information and explanation given to us, and best of our knowledge and belief, we hereby certify the details given below:

S#	Financial Year	Annual Turnover in India
01	2022-23	
02	2023-24	
03	2024-25	
	Total	
	Cumulative Turnover of these three F/Y	

For and on behalf of

(Chartered Accountants)

Firm Registration No

Membership No.....

UDIN No.....

Place.....

Date:.....

Annexure 10: Format of the Performance Bank Guarantee (PBG)

To

The Chief Electoral Officer,
Office of the Chief Electoral Officer of Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna-800015

Sub: Performance bank Guarantee for providing a Monitoring System Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services) for the General Election to Bihar Legislative Assembly, 2025

(RFP No:)

Dear Sir,

WHEREAS

M/s. (name of the bidder), a company registered under the Companies Act, 1956 or 2013, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Hereinafter, referred to as "Contract") with you (Chief Electoral Officer, Bihar) for providing a Monitoring System Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services) for the General Election to Bihar Legislative Assembly, 2025. We are aware of the fact that as per the terms of the contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable bank guarantee of the amount 5% of (work order value) in favour of CEO Bihar for an amount <<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall remain valid during the entire engagement period (1 Year) plus an additional 60 days (i.e. 1 Year and 60 days from the start of the contract period), subject to the terms and conditions in the said contract.

We bind ourselves to pay the above-said amount at any point of time from the contract start until the completion of the period i.e. (1 Year) + 60 days.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand the payment of the above-said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against the CEO, Bihar, and other Concerned Government Departments of Bihar.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, registered post, or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee at the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>> and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by an express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement

that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed the amount INR <<....>>

The PBG shall remain valid during the entire contract period (1 Year) plus an additional 60 days (i.e. 1 Year and 60 days from the start of the contract period), and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 1 Year and 60 days from the start of the contract period for providing a Monitoring System (Live Web Streaming (Audio, Video, Record, Viewing, CCTV & other Services)) for General Election to Bihar Legislative Assembly, 2025

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Patna (Bihar) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2025.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

***** End of the Document *****