

**Tender for Webcasting
at
Polling Stations
in
General Elections
to
Haryana Vidhan Sabha-2019.**

IMPORTANT DATES REGARDING

TENDER NO. 173/Web Casting/Elec-2019/2AE

Schedule of Bid process

S No.	Event	Date & Time	Venue
1	Purchasing/Downloading the bid document	12/07/2019	30 Bays building, 3 rd Floor, Sector-17, Chandigarh-160017 www.hry_elect@yahoo.com
2	Pre-Bid Meeting	19/07/2019	30 Bays building, 3 rd Floor, Sector-17, Chandigarh-160017
3	Deadline for submission of bids documents	29/07/2019 by 3:00 P.M.	30 Bays building, 3 rd Floor, Sector-17, Chandigarh-160017
4	Opening of Technical Bid	30/07/2019 at 3:00 PM	30 Bays building, 3 rd Floor, Sector-17, Chandigarh-160017
5	Opening of Commercial Bid	To be intimated later after examine Technical Bid	30 Bays building, 3 rd Floor, Sector-17, Chandigarh-160017

**OFFICE OF THE CHIEF ELECTORAL OFFICER, HARYANA
30-BAYS BUILDING (3rd FLOOR), SECTOR 17-B, CHANDIGARH-160017**

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1. Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>.

Please visit the website for more details.

1.2 Obtaining a Digital Certificate:

1.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

1.2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website- <https://etenders.hry.nic.in>.

1.2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.

1.2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

1.2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

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- 1.2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.
- 1.2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- 1.3 **Pre-requisites for online bidding:**
In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.
- 1.4 **Online Viewing of Detailed Notice Inviting Tenders:**
The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.
- 1.5 **Download of Tender Documents:**
The tender documents can be downloaded from the e-Procurement portal <https://etenders.hry.nic.in>.
- 1.6 **Key Dates:**
The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
2. **Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, Service fee, EMD fee of online Bids:**
- 2.1 The cost of tender document is Rs.3,000/- to be deposited on line through RTGS/NEFT in favour of the Chief Electoral Officer, Haryana and **upload scan copy of the receipt alongwith tender document.**
- 2.2 Earnest Money of Rs.2,00,000/- as specified for the above work to be deposited on line through RTGS/NEFT in favour of the Chief Electoral Officer, Haryana while applying for issuance of tender documents also **upload the scan copy of receipt of EMD alongwith tender document.**

3. Introduction:

- a) Election Department, Haryana, Chandigarh invites Rate from the Companies/Agencies/Firms who deal with the Webcasting jobs for live webcasting from the polling booths in the forthcoming Haryana Vidhan Sabha General Elections-2019.
- b) The job will have to be executed in the State of Haryana at 1200 polling booths, which may be increased/decreased keeping in view the sensitivity of the Polling Stations.

4. Scope of work

- a) The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day during the Haryana Vidhan Sabha General Elections-2019 in the State of Haryana, with the installation of the necessary suitable, proven web-based web streaming software along with the supply of other related components as per the detailed Scope of Work given below.
 1. Supply, installation, commissioning and implementation of the web-based audio & video streaming software in the server set up in the secured cloud environment.
 2. Supply/installation of IP based cameras for use in the identified polling stations on the polling day. **The manpower for doing web casting at each polling station would be provided by the successful bidder.**
 3. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations, for viewing in the Offices of the CEO, DEOs & ROs and ECI.
 4. Training at each DEO/RO office for the officials on the operation of the web streaming software.
 5. Deployment of 2 (two) technically qualified manpower for coordinating and ensuring the viewing of the live data on the polling in the Office of the Chief Electoral Officer (CEO).
 6. Deployment of 4 (four) technically qualified manpower for providing intensive training to the personnel's selected for doing web casting/videography, coordinating and providing assistance for installation of cameras in the polling stations and thereafter, ensuring viewing of the live data on the polling day in each of the Offices of the District Election Officer (DEO).
 7. Establishment of the centralized Help desk to manage and fix the complaints/issues coming up on the Polling day.
 8. The successful bidder should supply the 4 Nos. 55" LED TVs at the Office of the CEO for monitoring of Video Streaming on Polling day.

4.1 Technical Specifications for Video Streaming.

Task 1. Hosting of the web based streaming software:

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

The key features of the software shall be:

1. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
2. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. **The camera with minimum 2 hours battery back-up should be wall mounted and fixed.** It should be appropriately secured from physical damage.
4. The indoor camera with minimum 2 hours battery back-up should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements
5. During recording the assembly constituency (AC No.) and polling station No.(PS No.) should be visible clearly in camera view.
6. Further, it must be insured 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 timestamp 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 4 previous versions of the following - Google Chrome, Internet Explorer, 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.
10. The software shall provide video streaming URL with password protection to view district wise, Assembly Constituency wise and polling station wise videos which 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 CEO.
11. The software shall include options for
 - a. Connectivity status of web 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 options selected.
 - c. Option for on-demand view of the polling station wise video.
12. Upon browser-based video recording commencement, generic, desktop lock must be engaged to disable all other applications from launching and connecting to the internet.

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13. The software provided should have been developed by the bidder and should not be the 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 degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
15. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
16. Software should be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location etc.
17. The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
18. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs & ROs.
19. The software shall list all polling stations with their respective webcast after collecting and updating the details and the application software design from the Nodal Officer.
20. The data should in no point be hosted outside India and bidder will not access the data unless authorized by the CEO/DEO.
21. The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office.
22. Uploading of the videos shall be carried out by the manpower posted by the Client at each identified place, using IP camera and connectivity of either 4G/3G based on local availability.
23. The bidder shall provide access to dashboard view for more than one location, i.e. DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.
24. At the end of each event, the web streamed data alongwith required reports, shall be made available within 4 days to the Client in a Hard disk for later retrieval and usage as necessary.
25. 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.
26. The Client shall also ensure the safety of the equipment's such as Laptops, Internet connectivity devices, high end cameras etc., installed by the bidders at the respective places. Till the events are over.
27. The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived

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on the Services Levels provided, to levy penalties as indicated under penalty clause. This software should be vetted from CEO a week before deployment.

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

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

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
2. The bidder will provide the operating manpower for operating cameras along-with minimum 2 hours battery back-up on the polling day.
3. Number of Locations for Video & Audio Recording: approximately 1200 Nos.
4. The bidder has to supply the IP based cameras along-with minimum 2 hours battery back-up, as per the minimum specification to central HQ at District Level. The camera should have facility of built-in 4G/3GSIM Slot, local recording, with minimum of 2 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage.
5. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display and Local Recording supported should be 1920 x1080.
6. **The bidder has to provide the suitable internet connectivity in form of 3G/4G SIM.**
7. The bidder has provided proper training to operating manpower arranged the Client on the usage of the web streaming software, using the camera and the internet connectivity on the day of polling and also during trial runs.
8. The bidder is required to arrange one live trial runs of the process, to satisfy the DEO/ERO that their systems are in good working condition at least two days before the poll and one live trial run from the actual Polling booths one day before the Polling day.
9. In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder.
10. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
11. **The bidder shall ensure that the recorded material transmitted does not fall into the hands of any third party, not authorized by CEO to receive the same.**
12. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
13. The bidder shall provide adequate compute performance on the servers and storage along with suitable high-speed internet / network bandwidth to accommodate the multiple video streaming.

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14. The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer/PO Officer), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.
15. The video and audio should be live streamed to the Control center via the server. The bidder should deploy the following resources on the day of polling.
16. The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.
17. In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in Hard Disk at the end of the day to the officials concerned.
18. Number of Days required for recording at each location: 1 day [References to Day means 24 hours or part thereof].

4.2 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 reports may be submitted in hardcopy and in soft copy (through e-Mail/MIS/Shared Folder over Internet) to the officers concerned.
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, within 4 days after the completion of poll. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

4.3 Compliance with Technical Specifications.

1. All the Bidders shall submit the items as stipulated in the tender as part of technical evaluation of the tender before opening of commercial bids. The results and compliance statement will be prepared and evaluated. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected. The Bidder must carry out project with the submitted items. Any deviation shall result in disqualification of the bidder.
2. All the Bidders shall be asked to carry out up to 5 location technical demo with the items as stipulated in the tender including software scope of work as part of technical evaluation of the tender before opening of commercial bids. The results and compliance statement will be prepared and evaluated. The bid of those Bidders, which do not conform to the technical specifications and scope of work, will be rejected.

4.4 Supply, Installation and Commissioning.

1. Delivery: The ordered items shall be delivered, at least 7 days before the date of polling.
2. The Client is solely responsible for the site preparation and operating man power, before the scheduled installation dates.
3. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and center in- charge, higher level in-charge who is responsible to oversee the service centers, person to whom complaints can be made, in case the service provided to any center, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.
4. In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to CEO for suitable directions.
5. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours' time in advance.
6. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Client.
7. The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

5. Eligibility Criteria:

The Companies/Agencies participating for the Webcasting will have to provide a detailed workflow with the modules as described below:

- a. Interested Companies/Agencies must submit their application with all necessary supporting documents as mentioned in the tender document (Annexure-I).
- b. The Application Form should be completed in all respects. The details provided by the Company/Agency in the Application Form, should be complete, valid, current and active.
- c. Incomplete or incorrect Application Form will be rejected without assigning any reason thereof.
- d. The Companies/Agencies will be shortlisted based on pre-qualification criteria defined as below:-

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Sr. No.	Pre-qualification Criteria	Supporting Documents to be furnished
1.	The Company/Agency must be registered in India under the Companies Act 1956 having their registered office in India for the last three years as on date of submitting its Application.	Certificate of Incorporation (Attested Copy).
2.	The Company must have a GSTRegistration Number and PAN number.	Attested Copy of Certificate must be attached.
3.	The Company must have its Memorandum and Articles of Association.	Attested Copy of Certificate must be attached.
4.	The Company/Agency must have completed at least one assignment mentioned in scope of work of this tender with IP based Cameras for Election Webcasting during the last five years for webcasting of at least 500 locations.	<ul style="list-style-type: none"> • Certificate from the current authorized signatory of the Company/Agency. • Work Order/satisfactory CompletionCertificate/ Client Certificate and citations.
5.	The Company's Minimum Turnover of 2.00 Crore (Cumulative) in the last 3 Financial Years (2016-17, 2017-18, 2018-19) and should be more than One Crore in at least in one year.The Company currently should be profit making.	Attested copy of Audited Annual FinancialStatements. Annual Reports Certified statement from the current Statutory Auditors of the Company/Agency.
6.	The Company/Agency should have technical/skilled staff on its own payroll.	List having details of regular technical staff with their qualifications & date of joining must be attached.
7.	The Company/Agency should be an individual organization. Consortium shall not be allowed	Certificate from the current authorized signatory of the Company
8.	The Company/Agency should also enclose Demand Draft towards Earnest Money as per Clause 4 of the tender. The Earnest Money Deposit of the required amount will have to be enclosed along with the Technical qualification Bid without which the tender shall be rejected.	Demand Draft in favour of Chief Electoral Officer, Haryana payable at Chandigarh
9.	The Company/Agency should not currently have been blacklisted by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or	Certificate from the current authorized signatory of the company

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	inefficient/ ineffective performance	
10.	The Company/Agency should be solvent and not bankrupt.	Certificate of solvency by banker to be submitted.
11.	Camera and Software should be proposed from same OEM for the purpose of better integration and quality of services.	Certificate of Incorporation / Registration □ Copy of GST registration □ Copy of PAN Card

A duly constituted Tender Committee shall evaluate the General cum Technical Bids on the following pattern as mentioned below Conditional bids shall be summarily rejected. Evaluation Committee will examine the bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order. Deposited on line through RTGS/NEFT in favour of the Chief Electoral Officer, Haryana while applying for issuance of tender documents also may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise, if so required.

6. Tender Fee & Earnest Money Deposit (EMD) Online or through NEFT:

- a. The cost of tender document is Rs. 3000/-to be deposited on line through RTGS/NEFT in favour of the Chief Electoral Officer, Haryana and upload scan copy of the receipt along-with tender document.
- b. Earnest Money of Rs.2,00,000/- as specified for the above work to be **upload the scan copy of receipt of EMD along-with tender document.**

The receipt of Tender Fee and Earnest Money Deposited of the required amount will have to be enclosed alongwith the Technical qualification Bid without which the tender shall be rejected. The EMD already lying with the department will not be considered for this case. **Commercial Bids of only technically qualified bidders will be opened.**

7. Terms and conditions:

- (a) Only those Companies who are capable of undertaking all the activities mentioned in scope of work of this tender document should only apply.
- (b) There is no specific technology prescribed for the above said job. The best suitable technology will be taken into account beside the rate quoted by the companies.
- (c) The tender document is not transferable.
- (d) The tender inviting authority has reserved the right to revise any terms and conditions relating to technical specifications, even after opening of technical bid, based on the requirement and latest technical trend prevailing in the IT sector.
- (e) The Company/Agency shall comply with such directions as the Election Department may issue from time to time for the smooth working and in the furtherance of the overall objective of the project.
- (f) The Company/Agency shall be solely responsible for all the acts of omission and commission occasioned by their personnel in carrying out the terms& conditions of the agreement.

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- (g) If the successful bidder fails to execution the work on the day of poll and/or the day of counting, agency shall be de-barred for five years.
- (h) The company/Agency may take care about that the sufficient reserved trained manpower shall have to be kept ready by the agency for successful execution of the work on the days of polling/counting. However, no extra charge shall be claimed by the successful bidder for this reserved manpower.
- (i) Legal actions under various provisions of R.P. Act, 1951 and law relating to Information and Technology will be taken in case of failure on part of the service provider agency. In all such cases, the decision of the CEO will be final and binding to the agency.
- (j) Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- (k) The bidder quantities are estimated based on the receipt of the requirement from various Government offices. The quantities may decrease/increase upto 25% of the bid quantity at the time of finalization, depending upon the change in the requirements/grants available with the tenderer, which shall be binding to the bidder.
- (l) The Company/Agency or his personnel shall not use or cause to be used, the data or information provided to them or acquired by them during the process of providing services for any purpose. Such data or information shall be surrendered to the Election Department at the expiry of the agreement as it is a sole property of the Election Department.
- (m) In case the Company/Agency is not able to provide the service as specified in the agreement/tender document, Election Department will get the same service got executed from any other suitable agency on the Risk and Cost of the bidder. Payment of the work done by the agency will not be released. Amount of EMD and Security deposited by the Company can also be forfeited.
- (n) There should not be any failure of web casting at any Polling booth. In case of failure, 200% payment will be deducted for the particular polling station.
- (o) Number of locations for live webcasting may vary.
- (p) It is the whole responsibility of the service provider to get insured all their equipment's at their own level. There is no responsibility of the CEO/Election Department in case of lost/missing/breakage of any equipment.
- (q) Hardware equipment's will be handover/ takeover from District Head Quarters only.
- (r) The bidder will provide the complete recording of each polling booth on CDs/DVDs/External Hard Disk(s) within the seven days from the Polling day (Assembly Constituency wise).
- (s) The bidder shall supply the requisite hardware along with live streaming solution. Election Department will not purchase the requisite hardware. The bidder will be paid overall rental and or service charges per location basis.
- (t) Live testing will be done two days before polling day. In the case of not proper functioning of device, the bidder should replace the said device immediately.
- (u) Limitation of bidder Liability: Successful bidder's liability shall be capped 100% of

contract value plus other measures if defaults and QoS failures continue.

8. Delay in the Company's performance:

- (a) Delivery of the services shall be made by the Company in accordance with the service quality specified by the Election Department in the bid document.
- (b) Any delay by the Company in the performance of its obligations under the contract, shall render the Company liable to the imposition of liquidated damages at the discretion of the Tender inviting authority.

9. Liquidated damages:

If the company fails to perform any one or all the services within the time period(s) as specified in the Contract, the Department shall without prejudice to its other remedies under the Contract, deduct from the amount payable to company or from performance/implementation guarantee or from both as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, till actual delivery or performance, subject to maximum limit. Once the maximum is reached, the Department may consider termination of the contract.

10. Clarification of bidding document:

A prospective Company requiring any clarification of the bidding documents may be obtained in the pre-bid meeting. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that the Department shall not entertain any correspondence regarding delay or non-receipt of clarification by bidder.

11. Amendment of bidding documents:

- a. At any time prior to the deadline for submission of bids, the Department for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- b. All prospective bidders those have purchased the bidding documents will be notified such amendment/modification and will be binding on all bidders.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department at its discretion, may extend the deadline for the submission of bids.

12. Rejection of Bid:

The Chief Electoral Officer, Haryana reserves the right to accept/reject/release or relax any or all or part of the bids received on the due date without assigning any reason whatsoever.

13. Withdrawal of Bids:

Bids cannot be withdrawal after the opening of the bids and in case the bidder withdraw after the opening of the bid, the EMD paid by the bidder shall stand

forfeited.

14. Presentation of the solution:

- a) As a part of the technical bid, all the eligible bidders shall be asked to give a technical presentation based on the scope of work to the Tendering Authority on the date given by CEO (20-25 minutes will be given for presentation to each bidder).
- b) This is an opportunity given to all the eligible bidders to show as to how their proposal shall be best suited to meet the requirements of the Tendering Authority in respect of effective and efficient execution of the scope of the work.
- c) Failure to make such a presentation on the date and time so communicated may lead to the rejection of their bids without assigning any further reason.
- d) The Solution should incorporate end to end handling over of the archived solution which includes the Hardware, Software, Drivers, Licenses, working Systems, Processes, Escalations and proposed asset as listed expectation from the formal handover of the project toward the end of assignment.

15. Security Features:

The bidder should provide a write up on the security approach adopted in their proposed solutions like incorporation of stringent security procedures and measures including encryption and various levels of passwords during the execution of the project to eliminate the possibility of errors, frauds and misuse.

16. Performance Security Declaration.

Within 5 days after award of order, the successful Bidder shall furnish Security Deposit @ 10% of the total value of work order to the Chief Electoral Officer, Haryana in the form of bank guarantee valid for a period of 1 year. In the event of non-execution the job in time, this deposit alongwith EMD shall be forfeited. Further, if the Department has to get the same or part of it from any other bidder because of failure to supply in full or part by the successful bidder, the difference in payment may be made from this Security Deposit. The Department against Security Deposit/EMD, can also make any other adjustment or default on the part of bidder. The Security Deposit shall be returned only after the specified period and clearance of all dues/payments. No interest will be payable on the Security Deposited by the Department.

17. Validity of Rates.

The Rates must be valid for the period of one year from the date of opening of the bid. Any offer falling short of the validity period is liable for rejection.

The Company shall provide latest upgraded version of the system, application software as and when the same is offered in the market.

18. Placement of work order & Payment Schedule -

The work order will be released by the concerned District Election Offices on the terms & conditions mentioned in the tender document. Moreover, Service Level agreement will be signed between bidder and concerned District Election Officers.

- a. No advance payment will be made.
- b. 100% payment will be processed on bills submitted by the bidder by the Election Department, Haryana.
- c. Penalty/deduction amount, if any, will be adjusted in the payment due to the successful bidder.

100% Server, Network & Power Uptime SLA: The Bidder should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the election day as declared by the client and shall be applicable for 24 hours or as decided by the client. Further, if the streaming/viewing of booth is unavailable for 1 hour, this is proved by the cross check with recorded DVD, the penalty will be Rs. 1000/- per booth. If it is more than 1-hour unavailability, it will be considered as a failure and the penalty will be as per point (n) of Clause -7.

19. Service Level Agreement.

1. **100% Server, Network & Power Uptime SLA :** The bidder should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the election day as declared by the client and shall be applicable for 24 hours or as decided by the client. The bidder should ensure :

SERVICE AVAILABILITY	Deduction from total cost
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% or below	50%

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

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

20. Indemnity

- a. Company/Agency will indemnify the Chief Electoral Officer, Haryana and its client organizations of all legal obligations of its professionals deployed for this project.
- b. The Election Department and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this job and also for any damages or compensation due to any dispute between the agency and its staff.
- c. The Election DepartmentClient will not be responsible for any violation of IPRs by the bidders in the discharge of work assigned by the Election Department.
- d. The Company/Agency will submit an undertaking on non-judicial stamp paper of Rs. 15/- (duly attested by Notary Public) clearly mentioned that the Company/Agency will be responsible for all the statutory payable to various State/Centre Govt. Departments.

21. TERMINATION OF JOB:

a. Termination for Insolvency

The Chief Electoral Officer, Haryana may at any time terminate the work order / contract by giving written notice of two weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

Termination for default

- a. Default is said to have occurred
 - If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by the election department.
 - If the agency fails to perform any other obligation(s) under the contract/work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps immediately after receipt of the default notice from Department. The Department may terminate the contract / work order in whole or in part.
- c. The Election department may transfer upon such terms and in such manner, as it deems appropriate work order for similar service to other agency and the defaulting agency will be liable to compensate Department for any extra expenditure/loss involved towards support service to complete the scope of work totally.

22. Force Majeure:

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- a. Force majeure clause will mean and be limited to the following in the execution of the contract/purchase orders placed by the election department:-
- War/hostilities.
 - Riot or Civil commotion
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the agencies, which prevent or delay the execution of the order by the agency.
- b. The agency will advise Election Department in writing, duly certified by the local Chamber of Commerce at the beginning and at the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one week, if arising out of clauses of force majeure, the Chief Electoral Officer, Haryana reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

23. Arbitration:

All disputes of differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to arbitration which in this case shall be the Chief Electoral Officer, Haryana. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Chandigarh and courts at Chandigarh shall have carried out in English language.

24. Jurisdiction

The Civil Court at Chandigarh will have the exclusive jurisdiction in regard to the matter arising out of this agreement.

25. General Terms & Conditions:

- a. The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any

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matter relating to this Contract, as faithful advisors to CEO and shall, at all times, support and safeguard CEO's legitimate interests in any dealings with Third parties.

- b. CEO reserves the right to access the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. CEO reserves the right to cancel the work order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from the CEO.
- c. The selected bidder shall not, without CEO prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of CEO in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- d. The selected bidder shall indemnify the CEO against all third party claim of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related series or any part thereof.
- e. The selected bidder shall not outsource the works assigned to any other bidder except their direct franchisees under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.

25. Applicable Law

The work order will be governed by the laws and procedures established by CEO Office and State of Haryana, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

Section 2:

26. Bid Requirements

- 1. Offers are invited by the Election Department Haryana from the reputed Companies/Agencies for Webcasting.
 - 1.1 The Bidder must quote for the complete job as per the Tender Document. Offer for part job shall not be considered and will be rejected without further reference.
 - 1.2 The Bid Documents are not transferable and the cost of the tender document is not refundable under any circumstances.
 - 1.3 Telex/E-Mail/Fax bids and incomplete bids will be summarily rejected.

1.4 All pages of the Bid being submitted must be signed and sequentially numbered by the Bidder.

2. Contents of Bid

The Bids prepared by the Bidder shall comprise of the following two components:

2.1 Bid comprising the following is to be filled as per the formats provided in the Tender Document.

- i) Bidder must enclose duly filled and signed Annexure 'A'.
- ii) Earnest Money
- iii) Bidders Particulars (Annexure-T1)
- iv) Bid Form (Annexure-T2)

2.2 Commercial Bid

2.2.1 Commercial Bid for WebcastingJob (Annexure-C1).

The Technical and Commercial Bid must be sealed in separate envelop and then both the bids should be put in envelop mentioning "Bid for Web Casting" and address to:-

**THE CHIEF ELECTORAL OFFICER, HARYANA
30-BAYS BUILDING (3rd FLOOR), SECTOR 17-B,
CHANDIGARH-160017
Tel: 0172-2701200, 2728936, 2701362 Fax: 0172-2706556
E-mail: hry_elect@yahoo.com. Website: www.ceoharyana.nic.in**

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BUSINESS DETAIL (Annexure-'A')

1. Name of the Bidder: _____
2. Incorporation as Limited Company/Agency: _____ in the year _____ at _____
3. Whether any Legal/Arbitration/proceeding is instituted by / against the Bidder or the Bidder has lodged any claim in connection with works carried out by them. If yes, please give details.
4. Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act : Yes/No
5. Bidder's Profile:

Address	:	
Name of Premises/Building/Village	:	
Area/Locality/Taluka/sub-Division	:	
Town/City/District	:	
State/Union Territory	:	
Name of the top executive with designation	:	
Telephone No's.	:	
E-mail address	:	
GST No.	:	
PAN No./TIN No. of the Company (Please attach photocopy)	:	

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6. Turnover of the Company/Agency:

Year / Turnover	2016-17	2017-18	2018-19
In Rs. Crores			

7. Details of WebcastingJobs (attached list):

S. No.	Year	Name of the client with address and phone no.	Locations for web casting	Project Start Date	Project Completion Date	Project turnover

8. The Company will attach the details of systems/equipment's& software proposed to be installed at each site with back-up equipment.

9. EMD details:

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch
EMD	2,00,000/-				

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

Date:

Signature of Tenderer

Name : _____

Status/ Designation: _____

(Seal)

Note : Furnish separate profiles, if desired.

(Enclose with Technical Bid)

Annexure - T1

BIDDERS PARTICULARS

BIDDERS SHOULD FURNISH ANSWERS TO ALL THE QUESTIONS BELOW.

BIDDERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE ENTRY WILL BE LIABLE TO BE IGNORED.

1. Tender No. 173/Web Casting/Elec-2019/2AE.....
2. What is your Permanent
Income Tax A/C No. : _____
3. Service Tax No. : _____
4. Please indicate Name &
full address of your Banker : _____

5. Business name and Constitution of the firm.

Is the company registered under:-

(a) The Indian Companies Act, 1956 (b) The India Partnership Act, 1932 (Please also give name of partners).

6. State whether required Webcasting related Infrastructure are available with Your Company.

7. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further:-

(a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

(b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partners who signed the tender to refer dispute concerning business of the partnership to arbitration.

(c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B.:

(1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partners signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a property stamped paper by all the partners.

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- (2) Where authority to refer disputes to arbitration has not been given to the partners signing the tender the tenders must be signed by every partner of the firm.
8. Mention specifically that whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for the job of the same nature. If not state the reasons thereof, if any, also indicate the margins of difference.
9. Please confirm that you have read all the instructions carefully and have complied with accordingly.

* Delete which is not applicable as per prequalification criteria.

Signature of Witness:
Full name & address of
Witness in Block letters

Signature of Tenderer

(1) Full name and address of the persons
Signing (In BLOCK letters)

(2) Whether signing as Constituted
Attorney/duly authorized by the
Company.

Date:
Place:

(seal)

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(Enclose with Technical Bid)

BID FORM

Annexure-T2

Date: ___/___/___

THE CHIEF ELECTORAL OFFICER, HARYANA
30-BAYS BUILDING (3rd FLOOR), SECTOR 17-B,
CHANDIGARH-160017
Tel: 0172-2701200, 2728936, 2701362 Fax: 0172-2706556
E-mail: hry_elect@yahoo.com. Website: www.ceoharyana.nic.in

Sir,

Having examined the Bidding Documents of Tender 173/Web Casting/Elec-2019/2AE, we, the undersigned, offer for the job of Webcasting in conformity with the said Bidding Documents for same as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid from time to time.

We undertake, if our bid is accepted, to commence the work immediately as specified in the work order within 02 days calculated from the date of receipt of your Notification of Award.

We agree to abide by this bid for a period of one year and it shall remain binding upon us and may be accepted at any time before expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders.

Dated _____ Day of _____ 2019 _____

Signature & Seal

(in the Capacity of)

Only Authorized to sign bid for and on behalf of _____

COMMERCIAL BID

To

THE CHIEF ELECTORAL OFFICER, HARYANA
30-BAYS BUILDING (3rd FLOOR), SECTOR 17-B,
CHANDIGARH-160017
Tel: 0172-2701200, 2728936, 2701362 Fax: 0172-2706556
E-mail: hry_elect@yahoo.com. Website: www.ceoharyana.nic.in

Ref: TENDER NO. 173/Web Casting/Elec-2019/2AE

Sir,

We declare:

1. As the Department has to execute the job of Webcasting in the State of Haryana on behalf of Election Department, Haryana. We hereby offer the following rates for Live Streaming. (GST @ 18% Extra as applicable):-

Rates for Webcasting:

Sr. No.	Description	Rate per Polling Booth (Rs.)
1.	Rates for the services of Live Streaming and Recording of the Polling Stations along-with manpower and 4 Nos. 55" LED TVs (As defined in the Scope of Work).	

2. We hereby certify that we have read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.

3. Certified that the Bidder is:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

Or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

a company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

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4. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

Dated: this _____ day of _____ 2019

Signature of Bidder

Details of enclosures:

Name: _____

Full address: _____

Telephone

No. _____

E-mail: _____

Fax No. _____

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs.100/-
(Rupees Hundred only to be duly attested by Notary Public)

Affidavit of Mr..... S/o.....

R/o.....I, the deponent

above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
.....having its Head Office/Regd. Office at
.....
2. That the information/documents/Experience certificates submitted by
M/s.....along with the tender for
.....(Name of work) to the Department
are genuine and true and nothing has been concealed.
3. I shall have no objection in case the CEO Office verifies them from issuing
authority(ies). I shall also have no objection in providing the original copy of the
document(s), in case the CEO Office demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted
by me found to be incorrect / false / fabricated, the CEO Office at its discretion may
disqualify/reject/terminate the work order and also forfeit the EMD/All dues.
5. I shall have no objection in case CEO Office verifies any or all Bank Guarantee(s) under
any of the clause(s) of work order including those issued towards EMD and Performance
Security from the Zonal Branch /office issuing Bank and I/We shall have no right or
claim on my submitted EMD before the CEO Office receives said verification.
6. That the Performance Security issued against the Work Order issued by (name and
address of the Bank) is genuine and if found at any stage to be incorrect

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/false/fabricated, the CEO Office shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

7. That I hereby confirm that my/our firm/company M/s.....
.....have not been convicted of any non-bailable offence, by any of the courts.
8. That I hereby confirm that my/our firm/company M/s.....
.....have not been convicted, or reasonably suspected of committing or conniving at the commission of any offence under any of the laws applicable in the country.
9. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
10. That I hereby confirm and declare that my/our firm/company M/s.....
.....has not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
11. That I hereby confirm and declare that my/our firm/company M/s.....
.....We have paid all rents, royalties and all public demands such as income-tax, sales tax, GST and all other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on us in respect of sales-tax, income-tax, GST, Govt. Revenues and other taxes.

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12. That in the past five years prior to the date of this application, I or any principal of the entity has not been deemed to be in default on any contract, or have not been forcefully terminated from any contract of any Organization.
13. That I hereby confirm and declare that my/our firm/company M/s.....that there has been no litigation with any Government department/organization on account of similar services.
14. That I hereby confirm and declare that my/our firm/company M/s..... has not undergone any legal proceedings of whatever kind in the past three years.
15. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the Department its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD/Performance Security/ All dues. May take any appropriate legal action against me.

Deponent

Verification:

I,, the Proprietor/ Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthis.....day of

Deponent

Important works to be done by the bidder on Polling day

1. Supply, installation, commissioning and implementation of the web-based audio & video streaming software in the server set up in the secured cloud environment.
2. The bidder has to supply the IP based cameras along-with minimum 2 hours battery back-up, as per the minimum specification to central HQ at District Level. The camera should have facility of built-in 4G/3GSIM Slot, local recording, with minimum of 2 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/ 170 degrees coverage.
3. The bidder has to provide the suitable internet connectivity in form of 3G/4G SIM.
4. Supply/installation of IP based cameras for use in the identified polling stations on the polling day. The manpower for doing web casting at each polling stations would be provided by the selected bidder.
5. Establishment of the centralized Help desk to manage and fix the complaints/issues coming up on the Polling day.
6. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations, for viewing in the Offices of the CEO, DEOs & ROs and ECI.
7. Training at each DEO/ERO office for the officials on the operation of the web streaming software.
8. The successful bidder should supply the 4 Nos. 55" LED TVs at the Office of the CEO for monitoring of Video Streaming on Polling day.
9. Deployment of 4 (four) technically qualified manpower for providing intensive training to the personnel's selected for doing web casting/videography, coordinating and providing assistance for the installation of cameras in the polling stations and thereafter ensuring viewing of the live data on the polling day in each of the Offices of the District Election Officer (DEO).
10. Deployment of 2 (two) technically qualified manpower for coordinating and ensuring the viewing of the live data on the polling in the Office of the Chief Electoral Officer (CEO).
11. The bidder is required to arrange one live trial runs of the process, to satisfy the DEO/ERO that their systems are in good working condition at least two days before the poll and one live trial run from the actual Polling booths one day before the Polling day.