



**OFFICE OF THE CHIEF ELECTORAL OFFICER
JHARKHAND**

**VOLUME II
FORM OF AGREEMENT**

FOR

**APPOINTMENT OF SUITABLE SERVICE PROVIDER FOR “WEB CASTING IN
POLLING STATIONS AND COUNTING CENTRES DURING UPCOMING GENERAL
ELECTION AND LEGISLATIVE ASSEMBLY ELECTION 2019”**

Issued by:

**Cabinet (Election) Department,
Sector-2, Dhurwa, Ranchi -834004
Website: - <http://www.jharkhand.gov.in/ceo>
Email- ceo_jharkhand@eci.gov.in
Phone:-0651-2444787/ 2444453/ 2440077
Fax:-0651-2441551/ 2441552
Computer Cell: 0651-2444783**

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(To be executed in Non Judicial Stamp Paper of appropriate value)

DRAFT AGREEMENT

This Agreement is made on this _____ day of _____, 2019 at Ranchi, Jharkhand, India

BETWEEN

The Chief Electoral Officer, Jharkhand, Cabinet (Election) Department, Sector-2, Dhurwa, Ranchi -834004 acting through _____ (hereinafter referred to as the “**Authority**”) which expression shall where the context so admits, includes his successors in office and assigns on the one part,

AND

, a _____ registered under the _____ and having its registered office at _____, duly represented through its Authorized Signatory _____ (hereinafter referred to as the “**Agency**”) which expression shall where the context so admits, includes his successors in office and assigns on the other part.

WHEREAS

- a. The Authority proposes to appoint a suitable service provider for Web Casting in Polling Stations and Counting Centres during Upcoming General Election and Legislative assembly elections 2019. For the purpose of keeping a hawk eye on Polling Booths, Counting Centres it is imperative to have an Administrative auto monitoring system with secured Video Streaming Surveillance Camera to monitor each Polling Booth and Counting Centre. The auto monitoring system should be robust video surveillance system with 100% video stream availability and high-quality video of each Polling Booth and Counting Centre at low bandwidth. In order to avoid any malpractices in the Election Polling Booth and to ensure transparency in the Elections, all the Election proceedings of the sensitive booths have to be monitored live from the Central office. Live Webcast enables the Election administrator to see each candidate during the Election session and to refer any suspicious behaviour to higher authority where the video can be reviewed.

The Authority has proposed that Live Web Casting of Poll proceedings on Poll day may be taken up of the total Polling stations (approx 6000 Polling Stations in total for both general election and legislative assembly election i.e. 3000 for each elections) in the state covering 81 Assembly Constituencies (ACs) & 14 Parliamentary Constituencies using IP based Web Cam/HD camera and connectivity of either 4G/3G/broadband, WiMAX, DSPT etc. for effective monitoring of Poll in the Polling Stations without compromising the secrecy of voting in connection with Upcoming General Election and Legislative assembly elections 2019. The web casting is proposed based on the local availability of connectivity in line with the directions of ECI. The actual number of Polling stations will be finalised based on the sensitivity of Polling stations and availability of connectivity.

The service provider should be a well-established and reputed organizations/agencies/ suppliers who fulfill the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Recording and Web Streaming of Video in Parliamentary or/and state Assembly Elections in India. The agency is to be appointed on turn-key basis to carry out the Installation, Implementation of webcasting solution in Polling Stations and Counting Centres during Upcoming General Election and Legislative assembly elections 2019 in tune with the requirements of the office of CEO, Jharkhand.

- b. The Authority intends to appoint a suitable service provider for Web Casting in Polling Stations and Counting Centres during Upcoming General Election and Legislative assembly elections 2019 as defined (hereinafter called the “**Project**”)
- c. The Authority has requested the Agency to provide certain services required for the project as defined in the General Conditions of agreement attached to this agreement (hereinafter called the “**Services**”);
- d. The Agency, having represented to the Authority that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in the Agreement;

NOW THEREFORE the parties hereto hereby agree as follows: -

The following documents attached hereto shall be deemed to form an integral part of this agreement:

- a. The General Conditions of Agreement (hereinafter called “GC”);
- b. Appendices and Schedules:

The mutual rights and obligations of the Authority and the Agency are set forth in the Agreement; in particular:

- a. The Agency shall carry out the services in accordance with the provisions of the Agreement; and
- b. The Authority shall make payments to the Agency in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and the year first before written

FOR AND ON BEHALF OF

[Name of the Authority]

By

.....

[Authorised Representative]

FOR AND ON BEHALF OF

[Name of the Agency]

By.....

.....

[Authorised Representative]

Witness 1.

2.

1.

2.

GENERAL CONDITIONS OF AGREEMENT (GC)

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of Jharkhand as they may be issued and in force from time to time;
- b. "Authority" means the Chief Electoral Officer, Jharkhand, Cabinet (Election) Department, Sector-2, Dhurwa, Ranchi -834004. The Authority shall be the Employer who may delegate any or all functions to a person or body nominated by him for specified functions.
- c. "Agreement" means the Agreement signed by the Parties, together with all documents/Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2.6 hereof;
- d. "Authorised Representatives" is the person named in Clause 1.8 of GC to execute the agreement and administer the contract.
- e. "Bank" means any Scheduled or Institutional bank so designated by the Authority for their banking transactions relating to this agreement.
- f. "Agency" means and includes sub- Agency and their Personnel engaged for carrying out of services under this agreement;
- g. "Nodal Officer" means an Officer designated as Chief Executive Officer of the Cabinet Election Department; [other key officers may be defined as applicable].
- h. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 hereof;
- i. "Party" means the Authority or the Agency, as the case may be, and Parties means both of them;
- j. "Project" means "Appointment of a suitable service provider for Web Casting in Polling Stations and Counting Centres during upcoming General Election and Legislative assembly election 2019"
- k. "Services" means the work to be performed by the Agency pursuant to this Agreement for the purposes of the project as per Clause 1.3 of this document.
- l. "Starting Date" means the date referred to in Clause 2.3 hereof;
- m. "Sub-Agency" means any entity to which the Agency sub-contracts any part of the services in accordance with the provisions of Clause 3.8 hereof, and;
- n. "Third Party" means any person or entity other than the Government, the Authority, or the Agency.

1.2 Relation Between the Parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Agency. The Agency, subject to this Agreement, has complete charge of Personnel and

Sub-Agency, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Scope of the Services and Technical Specification: Refer Appendix IV of Draft Agreement.

1.4 Law Governing the Agreement:

This Agreement, its meaning and interpretation, and the Applicable Law shall govern the relations between the Parties.

1.5 Language & Headings:

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this agreement. The Headings shall not limit, alter or affect the meaning of this Agreement.

1.6 Notices:

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, speed post, telegram or facsimile to such Party at the addresses specified hereunder: -

Authority:

Name and Address to be given

Phone:

E-mail:

Fax:

Agency:

Attention: _____

Phone:

E-mail:

Fax:

[Note: Fill in the blanks]

1.6.2 Notice will be deemed to be effective as follows:

The notice shall be deemed to be effective in the manner and at time as specified as follows:

- a. In the case of personal delivery, speed post or registered mail, on delivery; In the case of telegrams and facsimiles, 24 hours following confirmed transmission.

1.7 Location:

The services shall be performed at various locations in the State of Jharkhand by the Selected Agency and as decided by the CEO, Jharkhand office.

1.8 Authorised Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Authority or the Agency may be taken or executed by the officials as under:

For the Authority: _____

Phone _____

Or, on his behalf of the concerned officer.

For the Agency:

Phone _____

[Fill in the blanks]

1.9 Taxes and Duties:

The Agency and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this agreement and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement:

This agreement shall come into force and become effective on the date (the "Effective Date") of the Client's notice to the Agency instructing them to begin carrying out of the services.

2.2 Termination of Agreement for Failure to Become Effective:

If this Agreement has not become effective within 15 (Fifteen) days or earlier as communicated by its client/authority, after the agreement signed by the Parties, either party may, by not less than 7 days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other party with respect hereto.

2.3 Commencement of Services:

The Agency shall begin carrying out the Services within 15 days after the signing of the agreement or such date as may be mutually agreed.

2.4 Expiration of Agreement:

Unless terminated earlier pursuant to Clause 2.17 hereof, the Agreement shall expire when services have been completed and all payments have been made after the completion of the service. The Authority can at its discretion may extend the contract for a period it deems fit.

2.5 Liability of Parties:

This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification:

Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause 8.2 of this agreement hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Sub Letting: The Agency shall not assign or sub-let his contract or any substantial part thereof to any other agency.

2.8 Right to vary Quantum of Work: The quantities stated in the tender are estimates. After the award of the contract, there are instances where the schools' names have been deleted or added. In such scenarios, there is every possibility that there will be excess of the quantities from that shown in the Bid notice and the bidder shall be bound to meet the required supply. The authority reserves the

right to vary the quantity (increase/decrease) without any change in unit price (rates) or other terms & conditions.

- 2.9 Change orders:** The authority may at any time, by a written order given to the agency, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the agency's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the performance security, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the agency for adjustment under this clause must be asserted within thirty (30) days from the date of the agency's receipt of the authority's changed order
- 2.10 Change in quantity:** If the Authority changes the quantities (increase or decrease) of any of the Bided articles the value of the order will vary accordingly. In case Authority purchases less than the quantity indicated in the Bid form, the agency shall not be entitled to claim any compensation
- 2.11 Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse action will be taken under any law in force
- 2.12 Loss of Revenue to the Authority:** The agency shall be vicariously liable to indemnify the Authority in case of any misuse of data/information by the agency, deliberate or otherwise, which comes into the knowledge of the authority during the performance or currency of the contract.
- 2.13 Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Agency and the .
- 2.14 Use of Contract Documents and information**
- a. The agency shall not, without the authority's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the authority in connection therewith, to any person other than person employed by the agency 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 purposes of such performance.
 - i. The agency shall not, without the authority's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.

2.15 Force Majeure:

2.15.1 Definition:

- (a) For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action which are not within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub-Agency or agent or employees or,
- (c) Force Majeure shall not include any event, which a diligent Party could reasonably have been expected to :
 - (i) Take into account at the time of the conclusion of this Agreement and/or;
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- (d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.15.2 No Breach of Agreement:

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.15.3 Consultation:

Not later than thirty (30) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the

Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.15.4 Extension of Time:

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.15.5 Payments:

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of services and in reactivating the Services after the end of such period.

2.16 Suspension:

The Authority, by written notice of suspension to the Agency, may suspend all payments to the Agency hereunder, if the Agency fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Agency to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Agency of such notice of suspension.

The Authority, for any reasons beyond his reasonable control, may ask the Agency to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and conditions.

2.17 Termination

2.17.1 By the Authority:

The Authority, may by not less than fifteen (15) days written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (g) of this Clause, terminate this Agreement:

- a) If the Agency fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.16 of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing;
- b) If the Agency become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- c) If the Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 of this agreement hereof;
- d) If the Agency submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency know to be false;
- e) If as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
- g) If the Agency, in the judgment of the Authority, was engaged in any activity falling under Conflict of Interests category as defined in Clause 3.2 hereof.

2.17.2 Cessation of Rights and Obligations:

Upon termination of this Agreement pursuant to Clauses 2.2 or 2.17.1 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 of this agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) The obligation of confidentiality set forth in Clause 3.3 of this agreement hereof;
- (c) The Agency's obligation to permit inspection, copying and auditing of their accounts and record set forth in Clause 3.7 of this agreement hereof;
- (d) The Agency's obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the Authority, whereof, as a result of such default; and
- (e) Any right, which a party may have under the Applicable Law.

2.17.3 Cessation of Services:

Upon termination of this agreement by notice of either to the other pursuant to Clauses 2.17.1 of this agreement hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of this agreement hereof.

2.17.4 Payment upon Termination:

Upon termination of this agreement pursuant to Clauses 2.17.1 of this agreement hereof, the Client shall make the payment pursuant to clause 6 of this agreement hereof for services satisfactorily performed prior to the effective date of termination, subject to other conditions of this agreement, to the Agency (after

offsetting against these payments any amount that may be due from the Agency to the Authority):

2.17.5 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) to (c) Clause 2.17.1 of this agreement hereof has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 11 of this agreement hereof.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance:

The Agency shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Agency or Third Parties.

3.1.2 Law Governing Services:

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agency, as well as any personnel of the Agency and/or Sub-Agency and agents, comply with the Applicable Law time being in force.

3.1.3 Service Level Requirements and Penalty for both General & Assembly Election:

- 1) 100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Election Day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

Service Availability	Penalty : Deduction from total cost
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% and below	50%

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

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

3.2 Conflict of Interests

3.2.1 Agency not to benefit from Commissions, discounts etc.:

The remuneration of the Agency pursuant to Clause 6 of this agreement hereof shall constitute the Agency's sole remuneration in connection with this agreement or the services and subject to Clause 3.2.2 of this agreement hereof, the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Agency shall use their best efforts to ensure that any of the Personnel and agents, or either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies:

If the Agency, as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Agency shall comply with any applicable procurement guidelines applicable in the state of Jharkhand and shall at all times perform such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Authority.

3.2.3 Agency and Affiliates not to engage in certain activities:

The Agency agree that, during the term of this agreement and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any Project resulting to the Services.

3.2.4 Prohibition of Conflicting Activities:

The Agency shall not engage and shall cause their personnel as well as Sub-Agency and their Personnel not to engage, either directly or indirectly in any business or professional activities in the State of Jharkhand, which would conflict, with the activities assigned to them under this Agreement.

3.3 Confidentiality:

The Agency, their Sub-Agency and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the services, this agreement or the Authority's business or operations without the prior written consent of the Authority.

3.4 Limitations of the Agency's liability towards Authority:

- (a) Except in case of gross negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out of the services, the Agency, with respect to the damage caused by the Agency to the Authority's property, shall not be liable to Authority:
 - (i) For any indirect or consequential loss or damage, and
 - (ii) For any direct loss or damage that exceeds: (A) the total payments for services made and expected to be made to the Agency hereunder; or (B) the proceeds Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.
- (b) The limitation of liability shall not affect the Agency's liability, if any, for damage to third parties caused by the Agency or person or firm acting on behalf of the Agency in carrying out the services.

3.5 Insurance to be taken out by the Agency:

The Agency shall:

- (i) Take out and maintain, and shall cause any Sub-Agency to take out and maintain at their (or the Sub-Agency, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified below; and
 - (ii) At the Authority's request, provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- (a) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of motor vehicles operated in India by the Agency or their personnel or any sub Agency or their personnel for the period of the Consultancy; and
 - (b) Employer's liability and worker's compensation insurance in respect of the personnel of the Agency and of any Sub Agency, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

3.6 Performance Security:

For General Election:

The Agency for due and punctual performance of its obligations during the contract period, has to delivered to the authority an unconditional Bank Guarantee of the Contract amount/accepted consultancy cost (equivalent to

General Election Fee) towards Performance Security 15 days from the issuance of LOI and in any case prior to the signing of the agreement. The Bank Guarantee(s) shall be in the format as given in Appendix V. If performance of Services by the Consultant is not found satisfactory as per terms hereof, Authority shall be entitled to forfeit this Performance Security or part thereof as genuine pre-estimated losses for damages suffered by the Client. In addition, the Consultant shall be liable for action under other clauses of this Agreement. The said Bank Guarantee will be released within 15 (Fifteen) days after the settlement of all dues and payments, provided the Agency shall provide Bank Guarantee equivalent to 10% of the value of Fee for Assembly Election. The balance 90% of the Bank Guarantee for the Assembly Election has to be provided by the Agency within 7 days of the receipt of communication from the Authority to commence the work for Assembly Election. Failure to provide the Bank Guarantee of 90% shall lead to forfeiture of 10% of the bank Guarantee provided by the Agency to the Authority and termination of the Contract. The entire Bank Guarantee for the Assembly Election will be released within 15 (Fifteen) days after the settlement of all dues and payments.

3.7 Accounting, Inspection and Auditing:

The Agency shall:

- (i) Keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; and
- (ii) Permit the Authority or its designated representative periodically, and up-to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.8 Agency's Actions requiring Client's prior Approval:

The Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in Clause 4.1 of this document merely by title but not by name;
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood that:
 - (i) The selection of the Sub-Agency and the terms of conditions of the Sub-Contract shall have been approved in writing by the Authority prior to the execution of the Sub-Contract; and
 - (ii) That the Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its personnel pursuant to this agreement;

3.9 Documents Prepared by the Agency to be the Property of the Client:

All reports, inception report, implementation Plan, strategy, and any other documents prepared by the Agency for the Authority under this agreement shall become and remain the property of the Authority. The Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such documents. The Agency shall not use these documents for purposes unrelated to this agreement without the prior approval of the Authority.

3.10 Equipment and Materials furnished by the Authority:

Equipment and materials made available to the Agency by the Authority or purchased by the Agency with funds provided by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this agreement, the Agency shall make available to the Authority an inventory of such equipments and material and shall dispose of such equipments and materials in accordance with the Authority's instruction. Equipments and materials, the Agency, unless otherwise instructed by the Authority in writing, shall insure them at the expense of the Authority in an amount equal to their replacement value.

4. AGENCY'S PERSONNEL AND SUB-AGENCY

4.1 General:

The Agency shall provide list of the personnel to be deployed on the assignment.

4.2 Manpower:

The Agency has to deploy adequate manpower (professional and support staff) to meet all the requirements of the assignment. The Agency should provide list of all manpower to be deployed for the Project along with the details as mentioned below to the Authority before signing of the Agreement for their approval. In case, if the Authority so decide to change a particular personnel for the reason given in Clause 4.3, the Agency shall change the personnel within 7 days of receipt of notice from the Authority.

- The following details shall be provided by the agency in the CVs – Name, Date of Birth, and Copies of Identity cards, Permanent Address, Address during the last 10 years, any Criminal or Civil Record, Educational Qualifications, Experience.

4.3 Removals and / or Replacement of Personnel:

- a) Except as the Authority may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Personnel, the Agency, shall forthwith

provide as a replacement a person of equivalent or better qualifications acceptable to the Client, such replaced person shall be inducted only after approval by the Authority;

- b) If the Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.
- c) As per Clause 4.1 of this document, the Agency is required to provide the Manpower for successful closure of the Project. Changes of team members will be allowed only in exceptional circumstances on approval of the Authority.

If the services of required staff are not made available at proper time and in specified number, proportionate payment shall be deducted from the bills of the Agency. In addition, the Agency shall be liable for action under other clauses of the contract that may ultimately result in the termination and or black listing of the contract.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions:

The Authority will assist to Agency in grant of following from Government:

- (a) Provide the Agency, the Sub-Agency and Personnel with work permits and such other documents as shall be necessary to enable the Agency, Sub-Agency and Personnel to perform the Services;
- (b) Assist the Agency, sub-Agency and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) Grant to the Agency, any sub- Agency and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of Jharkhand reasonable amount of currency for the purposes of the Services or use of the personnel and their dependants and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 Access to Land:

The Authority warrants that the Agency shall have free of charge unimpeded access to all land in the State of Jharkhand in respect of which access is required for the performance of the Services.

5.3 Payment:

In consideration of the Services performed by the Agency under this agreement, the Authority shall make to the Agency such payments and in such manner as is provided by GC Clause 6 of this agreement.

6. PAYMENTS TO THE AGENCY**6.1 Release of Payment :**

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

1. Signing of Contract
2. Signing of Non Disclosure Agreement by all the persons involved in the assignment
3. Submission of an irrevocable Bank Guarantee of the Contract amount in the format specified at Appendix V.
4. The Authority shall pay to the Agency as per the following milestone (for both General & Assembly Election) within 15 days of approval of the respective invoice raised by the Agency along with applicable GST, if any:

SN	Milestone	Approval	Percentage of Contract Value
1.	Inception Report Submission	By CEO	10%
2.	Setting up of the Help Desk/Centre and deployment of resources at each location	By CEO	15%
3.	Hosting of Web based streaming software	By CEO	20%
4.	After successful Live web streaming and recording of poll day events, polling at polling stations	By CEO	20%
5.	After successful Live web streaming and recording of counting day events at counting centres	By CEO	20%
6.	Submission and Approval of all other project deliverables and final report	By CEO	15%

* No advance Payment will be made

6.2 Currency of Payment

Except as may be otherwise agreed between the Client and the Agency all payments under this agreement shall be made in Indian Rupees only. The payments shall be made by Cheques.

6.3 Recovery:

Any sum falling due or any loss caused due to this agreement shall be recoverable by the Authority from the Agency as if it were arrears of land revenue.

7. Deleted

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

8.2 Operation of the Agreement:

The Parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the Parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either Party believes that this agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GC Clause 11 thereof.

9. DELETED

10. DELETED.

11. SETTLEMENT OF DISPUTES

11.1 Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

11.2 Dispute Settlement:

Any dispute between the Parties as to matters arising pursuant to this agreement, which cannot be settled amicably within thirty (30) days after receipt, by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 11.3 hereof

11.3 If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between Agency and the Authority as per provisions of Clause 11.2 of the agreement the same shall be referred for settlement to the Adjudicator in the person of the **Chief Electoral**

Officer, Jharkhand, Cabinet (Election) Department within 14 days of arising of such disputes. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of dispute. Performance under the Contract shall continue notwithstanding the reference to the Adjudicator.

- 11.4** Any Party not satisfied with the decision of the Adjudicator shall be free to refer the case for arbitration under the provisions of The Arbitration and Reconciliation Act 1996 within 30 days. If neither Party prefers the dispute to Arbitration within the above 30 days, the Adjudicator's decision shall be final and binding.
- 11.5** Except where the decision has become final, binding and conclusive in terms of sub Clause 11.4 above, the disputes or difference shall be referred for Adjudication through arbitration by a sole Arbitrator appointed by the Authority with mutual consent.
- 11.6** It is the term of this contract that the Party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with notice for the appointment of Arbitrator and giving reference to the rejection by the Adjudicator.
- 11.7** The cost and expenses of arbitration proceedings shall be paid as determined by the arbitrator.

11.8 Miscellaneous:

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in the State Capital.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the arbitrator shall be final and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

12. JURISDICTION

The contract has been entered into the State of Jharkhand and its validity, construction, Interpretation and legal effect shall be to the exclusive jurisdiction of the courts in Ranchi. No other jurisdiction shall be applicable.

Appendix: IV-Scope of Services and Technical Specification

1) Scope of Services:

Polling booth live video coverage for-

- 1) General Election (Lok Sabha)**
- 2) Legislative Assembly Election**

Deployment of election polling booths video coverage solution using IP based HD web camera and power backup, at the selected number of polling booths on the day of the Lok Sabha and Assembly elections. The following is the work to be carried out by Agency for the successful execution of the live webcast and its recording:

A. Bidder/ Agency / OEM (Original Equipment Manufacturers or Technology providing company) should act as single Technical Service Provider (TSP) to organize project in terms of:

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

- 1) Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment.
- 2) Supply and installation 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 (as required) LED TV as per the specifications for use in the office of the Returning Officer (RO), on the polling day to operate them to view the live data.
- 4) Supply and installation of (as required) LED TV as per the specifications indicated in (Appendix IV Annexure-B) for use in the office of the District Election Officers (DEO), on the polling day along with one manpower per DEO, to operate them to view the live data.
- 5) Supply and installation of (as required) LED TVs as per the specifications indicated in (Appendix IV Annexure-B) for use in the office of the Chief Election officer (CEO) at State Head Quarters, on the polling day along with two manpower, to operate them to view the live data.
- 6) Supply and installation of IP based HD web cameras along with one manpower per counting centre, for use in the counting centres, on counting day, to web stream the counting day activities in each counting centre.
- 7) Supply and installation of (as required) LED TV as per the specifications indicated in (Appendix IV Annexure-B) in the office of the DEO, along with one manpower, for use on the counting day, to view the live data of counting activities in each DEO's office.

- 8) Supply and installation of (as required) LED TV as per the specifications indicated in (Appendix IV Annexure-B) in the office of the CEO, along with two manpower, for use on the counting day, to view the live data of counting activities in each CEO's office.
- 9) The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations/Counting Centres, on TV (s) for viewing in the Offices of the CEO (Chief Electoral Officer), DEOs (District Electoral Officer) & ROs (Returning Officer) and ECI (Election Commission of India).
- 10) Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
- 11) Establishment of the centralized Help desk with minimum of (as required) seaters to manage and fix the complaints/issues coming up on the Polling and Counting days.

2) Technical Specifications-

I. Task 1: Hosting of the web based streaming software:

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

The key features of the software shall be:

- 1) Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
- 2) Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
- 3) The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
- 4) The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements
- 5) During recording the Parliament/assembly constituency and polling stations 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 Fire Fox 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 a person 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, parliamentary constituency/assembly constituency wise and polling station/counting centre wise videos which are streamed from the polling stations/counting centres. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other Offices as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of CEO
- 11) The software shall include options for
 - (a) Connectivity status of web camera/IP camera from the polling station/counting centre 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/counting centre 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.
- 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 provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
- 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/counting centres 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 authorised 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. The bidder shall add the digital video watermark in the background of the streaming videos.
- 22) Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 4G/3G/2G/broadband, WiMax, DSPT etc., based on local availability.
- 23) At the end of each event, the web streamed data along with required reports, shall be made available within 4 days to the Client/authority in a Hard disk for later retrieval and usage as necessary.
- 24) 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.
- 25) The client shall also ensure the safety of the equipments such as Laptops, internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.
- 26) The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day and also from each HD camera in the counting centre on the counting day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause. This software should be vetted from CEO a week before deployment. The bidder shall provide access to dashboard view for more than one locations, i.e. DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

II. 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) Number of Locations for Video & Audio Recording: (as required)
- 3) The bidder has to supply and install the IP based web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolutions. The camera should have night vision capability, wide angle with 30/ 170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05 lux.
- 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, and 3D digital noise reduction. The display should be supported is 1920 x1080.
- 5) The bidder has to provide the suitable internet connectivity on all locations of installation of cameras for the services rendered by the bidder.

- 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 the internet connectivity on the day of polling and also during trial runs
- 7) The bidder is required to have at least two dry/trial runs of the process, to satisfy the Client that their systems are in good working condition at least two days before the poll and the counting day.
- 8) 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. This will not entail additional financial commitment.
- 9) The bidder shall also provide the following, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smoothly by providing LED TV 70"
- 10) The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
- 11) The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
- 12) The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
- 13) After the event is over on polling day, the supplied LED TV's 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 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.
- 16) The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling and counting in each Control Centre
- 17) The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.
- 18) 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 DVD at the end of the day to the officials concerned.
- 19) Number of Days required for recording at each location : 1 day [References to Day means 24 hours or part thereof]

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

- 1) The bidder has to supply and install the IP based HD web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability,

wide angle with 30/ 170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05 lux.

- 2) The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920 x1080.
- 3) A pre-determined list of locations where Counting Process will happen shall be shared with the bidder.
- 4) All the items for Task 1 are required to be adhered to as applicable. Some Important detail for the consideration includes:
- 5) Number of Locations for Video & Audio Recording: (as required)
- 6) The bidder shall supply (as required) of High end IP cameras and LED TV as per the specifications given in (Appendix IV Annexure-A) (Appendix IV Annexure-B) at each counting centre location as per the breakups
 - a. Near the counting board: 1 No
 - b. Near the RO: 1 No
 - c. Tables 1 to (n): (as required) Nos
- 7) These cameras should support full HD recording. These cameras will be owned and operated by the bidder and shall be taken back at the end of the assignment.
- 8) Description and make / model of these cameras should be provided in the proposal.
- 9) Number of Days required for recording at each location : 1
- 10) The bidder shall provide the sufficient internet bandwidth to the high end cameras for web streaming of the counting day event.

IV. Task 4: Setting up a Help Centre & Deployment of Manpower

- 1) The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.
- 2) Centralized Help Desk in state HQ operating under the Control of the Nodal Officer
- 3) Team with (as required) seater minimum, shall be located in (location) and shall assist all other locations to fix the issues that are coming up relating to this assignment.
- 4) The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
- 5) Similarly the helpdesk should also function two days before counting and one day after counting including the counting day. If there is recounting, it should continue till the end of the recounting.
- 6) Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.

- 7) The CVs of all the personnel, being deployed should be provided. Each of the personnel should have at least two of the following with him while in duty. – A Passport, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.
- 8) The following details shall be provided by the bidder in the CVs – Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.
- 9) There may be Police / Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
- 10) The personnel shall be required to operate around day of polling and counting process from each of the Centre posted, in each of the (Parliamentary /Legislative) Assembly Constituency.
- 11) The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed. Similarly during counting, the personnel have to report for duty one day before counting and should be available till the counting process is over completely.
- 12) Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
- 13) Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
- 14) Any other tasks found necessary for the successful live streaming of the videos.
- 15) The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

V. Task 5. Development of Training Material

- 1) A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
 - (a) For operating the web streaming Software / Cameras etc.
 - (b) For Post event operation of the Video Surveillance footage.
- 2) The Training Material should be in the following formats:
 - (a) Documentation: Text based training material in the form of documents showing pictures / images and text of How-To, Help Guides, etc.
 - (b) Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
- 3) The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and

disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

3) 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 each event (polling/counting) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

4) Supply, Installation and Commissioning

- 1) Delivery: The ordered items shall be delivered, installed and commissioned within one week from the date of Work Order. The Successful bidders 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 Client.
- 2) The Client 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 signed Delivery Challan in the specified format (Enter format).
- 4) The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.
- 5) In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.

- 6) If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
- 7) 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.
- 8) 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) Other scope of Services:

- 1) Bidder will cover minimum 10% of total polling stations (around 29464- Total number of polling stations in Jharkhand) in Jharkhand which includes polling stations of vulnerable, hyper sensitive and critical in nature. There are around 3000 polling station in Jharkhand which needs to be covered. While covering such vulnerable, hyper sensitive and critical polling station the threshold limit of 10% polling station may increase to more than 10% which needs to be covered.
- 2) The bidder needs to cover all counting halls in each district. There are approx 81 counting halls in Jharkhand.
- 3) The bidder should provide webcasting facility throughout from commissioning till the end and should be ready for repoll if any. The bidder should also conduct trial run few days before polling.
- 4) For viewing the live webcast in election, the secured username and password shall be provided by Bidder as required so that it can be seen in secured CUG.
- 5) Bidder shall supply and install four 70" single panel LED screens at Office of CEO for live viewing of webcast stream. This shall be on rental basis.
- 6) Bidder should submit PIP (Project implementation Plan) including the training schedule within a period of 10 days from issuing date of this work order.
- 7) The Bidder shall supply the requisite IP Based HD Camera, LED TV and other hardware along with live streaming solution.
- 8) Bidder should adhere to the **Instructions on webcasting** provided by ECI during poll day and poll process regarding multiple measures to be taken to keep a watch on polling process at polling stations to ensure free and fair elections-
 - (i) During webcasting in polling stations, it should be ensured that the camera is placed at sufficient height, say, 7-8 ft. above the ground and should not be put on a table or any stand because in that to anyone can fiddle with the focus or angle of the camera, once it is set before start of mock poll.
 - (ii) The camera should be fixed on wall or ceiling in a fixed position.
 - (iii) The position of the camera should be such that a broad view of the following aspects of elections (poll) proceeding are clearly captured and transmitted-
 - a) Process of identification of voter by polling officer;

- b) Application of indelible ink on the finger of the voter;
 - c) Initialisation of control unit of EVM by presiding officer after satisfactory identification of voter;
 - d) Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit so that voter's secrecy is preserved under all conditions and clear beep sound after press of the button.
 - e) Presence of polling agents to the possible extent.
 - f) At the time of closing of poll, distribution of slips/tokens to the voters in queue.
 - g) Sealing of EVM (BU/CU), VVPAT if used and giving copies of form 17-C to polling agents.
- (iv) The web-camera should be set up at the polling stations on the P-1 day and a **dry run of the webcasting** should be done under the supervision of the Returning Officer (RO) the name and number of polling stations along with date of poll should be pasted at such a place so that the camera view will always display throughout. The Booth Level Officer and the Sector Officer concerned should give polling station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified above and are functioning properly. On the basis of above certificates, the District Election Officer shall furnish a, consolidated report to the Chief Electoral Officer for onward submission to the Commission.
- (v) Trial plan for checking for availability of internet connectivity and technical feasibility and the overall quality of web stream-
- a) Demonstration of webcast from polling stations 2 days prior to poll day, to DEO, CEO and other officers who should certify the positing in of camera, coverage quality of webcasting and continuity of webcast.
 - b) If the quality is disturbed, continuity is broken or webcast does not happen. DEO and CEO would need to certify these things to avoid penalty and release of payment. Penalty will be there, if disruptions or no webcast is noted. Measures to be taken if webcast is disrupted to recover within fixed time frame and penalty in this respect, if it does not happen so.
 - c) The network needed for webcast should be partner with webcast streaming service provider, but service provider should take responsibility of availability of services of network.
- (vi) The Assembly Constituency (AC No.) and Polling Station No. (PS No.) should be visible clearly in camera view.
- (vii) Further, it must be ensured that in the frame work used for webcasting, advertisement of any kind is not displayed.
- (viii) DEO should set up a control room for monitoring webcast and ensure timely correction.
- (ix) Measures to be taken for continuous transmission of webcast.
- (x) Submission of clear and complete recording after completion of the webcast.

Appendix IV Annexure-A: High End IP Cameras Specifications

During Polling	IP based HD web camera
	3 MegaPixel minimum
	night vision capability
	wide angle with 30/ 170 degrees coverage
	minimum illumination of .05 lux.
	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.
	display should be supported is 1920 x1080.
During Counting	IP based HD web camera
	3 MegaPixel minimum
	night vision capability
	wide angle with 30/ 170 degrees coverage
	minimum illumination of .05 lux.
	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.
	display should be supported is 1920 x1080.

Appendix IV Annexure-B: LED TV specifications

Display	
PANEL	
Screen Size	70" or Higher
Panel Technology	IPS
Aspect Ratio	16 : 9
Native Resolution	3840 x 2160 (UHD)
Brightness	500cd/m ² or Higher
Contrast Ratio	1200:1 or Higher
Dynamic CR	4,000,000:1
Viewing Angle(H x V)	178 x 178
Response Time	6 ms(G to G)
Orientation	Portrait & Landscape
Wi Fi	Built In Wi Fi
Life Time	50,000 Hrs or Higher
Connectivity	
Input	HDMI, DVI-D, DP,USB, Audio
Output	DP, Audio
External Control	RS232C (In/Out), RJ45, IR Receiver
Environment Conditions	
Operation Temperature	0 °C to 40 °C
Operation Humidity	10 % to 80 %
Power (Typ)	240W OR Less
STANDARD(CERTIFICATION)	
Safety	UL/cUL
EMC	FCC Class "A"
Warranty	3 Years
Authorization	OEM Authorization must

Appendix: V: Form of Performance Bank Guarantee

To: _____
[*name of Employer*]

[*address of Employer*]

Dear Sir(s)

WHEREAS _____ [*name and address of Agency*] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to provide **Services for providing "Web Casting in Polling Stations and Counting Centres during upcoming General Election and Legislative Assembly Election 2019"**. [Project ID No and brief description of Works] (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by Scheduled or Institutional Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of Rs. _____ [*amount of guarantee*] (*) _____ [*in words*], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] (*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

Draft Agreement

This guarantee shall be valid until (i.e.) 2 months from the date of completion of Services.

Signature and Seal _____
Name _____ of _____ Bank/Financial
Institution _____
Address _____
Date _____

The Guarantor shall insert an amount representing the Contract Price specified in the Contract and as specified in clause 3.6

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Scheduled or Institutional Bank.

* An amount shall be inserted by the bank representing the amount of the Advance Payment.