

**NO: 10(07)/2013-NICSI**

**NATIONAL INFORMATICS CENTRE SERVICES INC.  
(NICSI)**

(A Government of India Enterprise under NIC)  
Ministry of Communications & Information Technology  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15, Bhikaji Cama Place, New Delhi – 110066.  
Tel – 26105054, Fax – 26105212

**OPEN TENDER NO. NICSI/WEBCASTING/2013/12**

TENDER DOCUMENT  
FOR

**EMPANELMENT OF AGENCIES TO PROVIDE WEBCASTING SERVICES**

**Table of Contents**

1. Important Details ..... 3

2. Important Information ..... 3

3. Acronyms and Abbreviations ..... 4

4. Interpretations ..... 4

5. Invitation to Bidders ..... 5

6. Scope of Work ..... 7

7. Pre – Bid Conference ..... 11

8. Bid Submission ..... 12

9. Bid Evaluation ..... 14

10. Empanelment of Bidder ..... 15

11. Payment Schedule ..... 16

12. Terms & Conditions ..... 17

13. INDEX OF ANNEXURE ..... 20

14. Annexure 1: Eligibility Criteria ..... 22

15. Annexure 2: TECH Form 1: Bidder’s Profile ..... 26

16. Annexure 3: TECH Form 2: Financial Information ..... 27

17. Annexure 4: TECH Form 3: Firm Strength ..... 28

18. Annexure 5: TECH Form 4: Project Experience ..... 29

19. Annexure 6 – TECH Form 5: Statement of Deviation ..... 30

20. Annexure 7 – TECH Form 6: List of Offices in India ..... 31

21. Annexure 8: FIN Form 1 – Financial Bid Letter ..... 33

22. Annexure 9: FIN Form 2 – Gross Total Value ..... 34

23. Annexure 10: Proforma for Security Deposit for Contract Performance ..... 37

## 1. Important Details

Sl. No.	Particular	Details
1.	Cost of Tender Document	<b>Rs. 500/- (Rupees Five Hundred only)</b>
2.	Earnest Money Deposit	<b>Rs. 20,000/- (Rupees Twenty Thousand only)</b>
3.	Availability of the Tender Document	13.08.2013
4.	Last Date for submission of written Queries by Bidders	26.08.2013 at 11:30 Hrs.
5.	Pre-Bid meeting	27.08.2013 at 11:30 Hrs.
6.	Last Date/time of Submission of online bid	17.09.2013 at 15:00 Hrs.
7.	Last date for submission of original attachments of bid (Demand Drafts and Bank Guarantee)	17.09.2013 at 15:00 Hrs.
8.	Opening of Technical bid	17.09.2013 at 15:30 Hrs.
9.	Financial bid opening	To be communicated later by the Purchaser

## 2. Important Information

Sl. No.	Particulars	Details
1.	Name of Purchaser	National Informatics Centre Services Incorporation, New Delhi
2.	Eligibility Criteria	Please see Annexure 1
3.	Scope of Work	Please see Clause 6
4.	Performa for submission of financial bids	Please see Annexure 8 & 9
5.	Web Site address from where Tender can be downloaded	<a href="http://www.nicsi.com">http://www.nicsi.com</a> <a href="http://eproc-nicsi.nic.in">http://eproc-nicsi.nic.in</a>
6.	Nature of bid process	Online submission
7.	Tender Validity	180 days from the date of opening of bids
8.	Correspondence details for pre-bid queries and any other information	Email- <a href="mailto:tender-nicsi@nic.in">tender-nicsi@nic.in</a>
9.	Address for Correspondence	Mr. ML Sharma (Manager, Tender)  National Informatics Centre Services Inc. (NICSI) 6 <sup>th</sup> Floor Hall No. 2 & 3, 15 NBCC Towers, Bhikaji Cama Place, New Delhi-110066

Sl. No.	Particulars	Details
10.	Place of Pre Bid Conference, Bid Opening	Conference Room, NICSI Hall No. 2&3, 6th Floor, NBCC Tower, 15, Bhikaji Cama Place, New Delhi – 110066. Tel – 26105054, 26711304 Fax – 26105212

### 3. Acronyms and Abbreviations

As used in the Document	Description
NICSI	National Informatics Centre Services Inc., herein also referred to as 'Purchaser'
NIC	National Informatics Centre
Bidder/ Agency	The organization submitting the proposal who will also be the single point of contact for the Purchaser and single point responsibility for execution of scope and deliverables as required by this Request for Proposal.
BG	Bank Guarantee
EMD	Earnest Money Deposit
FEC	Financial Evaluation Committee
GTV	Gross Total Value
HQ	Head Quarter of NICSI in New Delhi
RFP	Request For Proposal
TEC	Technical Evaluation Committee

### 4. Interpretations

The following terms wherever occurring in the tender and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

- 4.1. "CONTRACT" Means the Contract resulting from the acceptance by the Purchaser of this Tender whether in whole or in part.
- 4.2. "BIDDER" Means and includes any firm or any company or body, corporate or otherwise, who submit the Tender which has been invited.
- 4.3. "BIDDER's REPRESENTATIVE" Shall mean a person in supervisory capacity who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney. He shall be responsible for proper execution of contract at NICSI and shall take orders from NICSI and carry out the same.
- 4.4. "MONTH" Means any consecutive period of thirty days.
- 4.5. "PURCHASER" Means M/S National Informatics Centre Services Inc., Hall No. 2&3, 6th Floor, NBC Tower, 15, Bhikaji Cama Place, New Delhi – 110066 .
- 4.6. "NICSI" Means M/S National Informatics Centre Services Inc., Hall No. 2&3, 6th Floor, NBC Tower, 15, Bhikaji Cama Place, New Delhi – 110066

4.7. "WRITING" Includes all matters written, typewritten or printed either in whole or in part.

## 5. Invitation to Bidders

5.1. This is invitation for online bids for "Empanelment of Agencies to provide Webcasting Services" by the Purchaser.

### 5.2. About NICS I Services

NICS I has been providing live webcast and video conferencing services for various National and International events and 24x7 live webcast of Doordarshan News, CEC, UGC etc.

NICS I's webcast service offers a turnkey solution for an event, bringing onsite production, hosting, and streaming to millions of online viewers in Microsoft Windows Media, Flash Media and Real Media formats. The streaming infrastructure setup is already in place at NIC Headquarters (New Delhi) including Encoders/ Decoders and Servers.

- Live Webcast: The transmission of live or pre-recorded audio or video to personal computers and mobile devices over the Internet.
- On-Demand Webcast: Pre-recorded clips are delivered, or streamed, to users upon request. A user who clicks a link to an on-demand clip watches the clip from the beginning.

### 5.3. Objective of the TENDER

Online Bids, valid for a period of **180 days** from the date of opening, are invited from eligible bidders for empanelment of **TWO** agencies in each Region to provide Webcasting Services to Government Departments, PSUs and other clientele of the Purchaser. The scope of the project envisages all services related to webcasting including

- Video and audio capturing
- Mixing and webcasting

5.4. NICS I intends to empanel vendors across 7 regions in India which are defined as follows:

S. No	Region	States
1.	North	Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Rajasthan and Union Territory of Chandigarh;
2.	North – East	Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Meghalaya and Nagaland;
3.	Central	Chhattisgarh, Uttarakhand, Uttar Pradesh and Madhya Pradesh
4.	East	Bihar, Jharkhand, Odisha, Sikkim and West Bengal;
5.	West	Goa, Gujarat, Maharashtra and the Union Territories of Daman and Diu and Dadra and Nagar Haveli
6.	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu and the Union Territory of Puducherry
7.	NCR	National Capital Territory of Delhi

Bidder can apply to any number of regions for the purpose of getting empanelled in these regions. The contract will initially be for **ONE** year which can be extended to another ONE year by mutual consent. The empanelled vendors will provide webcasting services at the rates finalized through this tender during the period of empanelment/ extended empanelment.

The selected bidder will be bound by scope of work as provided in Clause 6 of this tender.

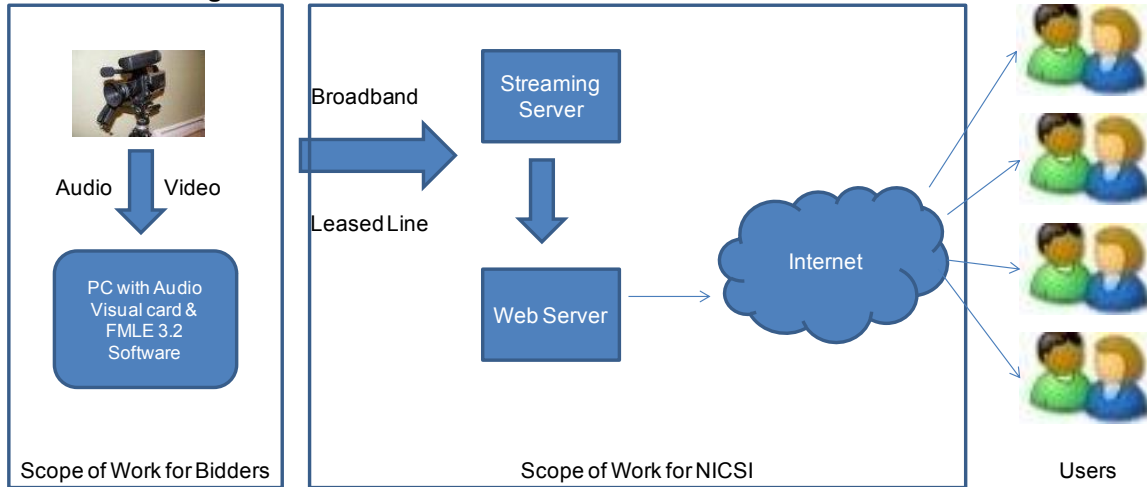
- 5.5. Bidders are advised to study the tender Document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. Bid response prepared in accordance with the procedures enumerated in Clause 8 of this tender should be submitted to the Purchaser not later than the date and time laid down, at the address given in the tender.
- 5.6. All bids must be accompanied by an Earnest Money Deposit (EMD) of as provided in Clause 1 of this TENDER. EMD is to be submitted in form of Demand Draft from a Nationalized / Scheduled Bank in favor of "National Informatics Centre Services Incorporation New Delhi" payable at New Delhi and valid for at least 180 days from the date of opening of Technical Bid.
- 5.7. The tender document is available at NICSI e-procurement site <http://eproc-nicsi.nic.in> & <http://www.nicsi.com>
- 5.8. Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned website. However bidders need to submit the tender fee of Rs. 500/- (Rupees Five hundred only) through demand draft from a Nationalized / Scheduled Bank drawn in favor of "National Informatics Centre Services Incorporation New Delhi" along with the bid.
- 5.9. The cost of tender document is non refundable.
- 5.10. Bidders must note that **online bids or hardcopy of financials received after due date and time shall be rejected.**

## 6. Scope of Work

### 6.1. Webcasting Services

Webcasting Services can be defined as per the flow diagram shown below.

**Figure 1: Webcasting Service**



The various components of the webcasting services are defined below:

#### A. Event Capture

Event capture will include capturing of video and audio of live action of the event. Multiple video cameras will record the event from various positions to give different perspective to the audience. Each audio source will have its own microphone to capture sound. Both video and audio sources will send the signals to respective mixing boards.

#### B. Mixing and Recording

The audio mixing board has separate channels for each audio input for which the volume of each channel is adjusted, and then combined with the other channels to create a mixed audio signal. The console has multiple inputs (from video cameras, a video play deck for titles and roll-ins, and the audio mixing board) and multiple outputs (to the encoding system, preview monitors, and video recorder). Throughout the webcast, an operator switches from one video input to another so viewers can see live action from the best perspective. The video switching console displays each video input (camera 1, camera 2, video playback) on a separate video monitor for the operator to preview. Throughout the webcast, the video switching console adds the mixed audio signal to the selected video, and then transmits a composite (picture + sound) video signal to the video recorder and the encoding system. For archiving and subsequent editing, a video recorder records the composite video signal.

#### C. Encoding and Signal Distribution

Throughout the webcast, the encoding system “samples” the composite video signal at a given frequency to determine sound and picture content. It then compresses the content by eliminating duplicated data, such as consistent background colors and redundant tones. Finally, it encodes the compressed content into small packets of digital information that can be streamed across the Internet. To reach the largest possible audience (that is, any user regardless of media player and

Internet connection speed), the encoding system simultaneously encodes and outputs separate signals for a variety of format/transmission speed combinations. Multiple encoded signals are transmitted directly from the encoding system to an origin server (a large server or bank of servers equipped with software for streaming media in multiple formats). The origin server caches (momentarily stores) the encoded signals for redistribution. From the origin server, the encoded signals are transmitted through the Internet either directly to the viewer or to an edge server (if the webcast is multicast).

## 6.2. Geographical Scope

- A. Bidders will be empanelled as per the regions defined in Clause 5.4.
- B. Empanelled bidder in a particular region can be assigned work in any of the State in the respective region.

## 6.3. Detailed Scope of Work

- A. The entire scope of work for the empanelled bidders has been divided into three stages:

- Pre Event
- During the Event
- Post Event

### **B. Pre Event Activities**

- Selected vendor will start the planning of the event in advance of the event
- Selected vendor may have to undergo through security clearance for some events. Selected vendor should provide required information for the same.
- During the event planning infrastructure required for event capture should be discussed. Adequate cameras, microphones, display screens etc. should be provided as per the client's need.
- Selected vendor will provide proper consultancy/ guidance about the infrastructure (like air-conditioning, acoustics, lighting arrangement, power supply, network points, etc.,) required to prepare the installation site. Also, selected vendor will provide design for layout of the equipment at each location and install & commission the equipments accordingly.
- Selected vendor will share details of the manpower involved for the event in advance of the event
- Selected vendor shall equip the location with all the equipments required for webcasting in advance of the event. Selected vendor should install, check and commission the equipments in advance so as to make webcasting operational on the day of event.
- Selected vendor should provide all latest equipments as per the specifications provided in the tender document
- All charges for handling and delivering the equipments to the site shall be included in the total order value. Selected vendor shall include cost of transportation of equipments, manpower and any other logistics cost in the financial bid. Purchaser would not be liable to pay any extra cost to the selected vendor.

### **C. During the Event Activities**

- Selected vendor would be responsible for providing the webcasting services to the client. Webcasting services can be divided into two types:
  - Capturing the event



- Mixing and encoding the event
- It should be noted that the selected vendor may be appointed by the client for either of these services or both the services.
- As detailed in Clause 6.1, selected vendor would be responsible for Event Capture, Mixing, Recording and Encoding the event. Encoded signal needs to be provided to NICS I which in turn would distribute the signal through its own Data Centre and servers.
- The selected vendor shall provide professionally skilled manpower, experienced in the field of installation, commissioning of webcasting equipments and in recording & webcasting an event.
- The selected vendor shall keep a standby of technical staffs/ equipments to mitigate risk of any untoward incident.
- The selected vendor shall provide safeguard by ensuring stable source of power in the webcast venue, uninterrupted power supply in the event of power failure, the power conditioner to mitigate spikes and a back-up encoder in consultation with client.
- All sessions shall be recorded into Digital Video Format only and would be handed over to client at the end of the event.
- The selected vendor shall work for entire day on site as required by the event.
- Single web feed will comprise of one event. Number of cameras and coverage in number of rooms/ area shall not define the event.
- Selected vendor should cover the entire event as per client's requirement.

**D. Post Event Activities**

- The vendor has to submit complete raw video recorded, digital copy and streamed video to the client
- The selected vendor shall be responsible for packing & removing the equipments from location of event, post completion of webcasting.
- The selected vendor after successfully completing the webcasting of an event would be required to take a Satisfaction Certificate from the client. The payment shall be made to the bidder upon producing the satisfaction certificate at NICS I.

**6.4. Required features of Webcasting**

- A. Audio/Video coverage of the sessions through professional quality DV cameras
- B. Mixing of Cameras Out/PC out/ HDMI/ Svideo/ DVI and can produce master out for further processing/streaming
- C. The mixing device should be capable of provide special effect/wipes with PIP features
- D. Recording of sessions in DV format
- E. Live streaming of sessions in Flash/Windows etc formats
- F. The webcast should be able to stream live multimedia content to mobile phones of different platforms
- G. Webcast should have feature to synchronize the presentation slides of the presenter with live webcast. The slides should be shown on the webcast page separately from the video for good visibility for low speed webcast
- H. Webcast should stream HD videos for better quality video. Therefore bidder is required to provide HD equipments for capturing of the live event.
- I. Webcast should be streamed in multiple bit rates and multiple resolution format

- J. The bidder should be able to stream media files with HTTP live streaming technology with multiple bit data rates.
- K. Webcast should support adaptive streaming i.e. supported to various mobile devices as well.
- L. Webcast should have high error correction rate
- M. Webcast should work with least buffering

6.5. Services to be provided by NICS I

- A. NICS I will provide details of the client to the selected vendor for providing webcasting services. NICS I will issue work order for the same to the selected vendor.
- B. NICS I/User will provide Streaming Server and Internet connectivity required for webcast.

**7. Pre – Bid Conference**

7.1. A prospective Bidder requiring any clarification on the tender document may submit the queries at the Purchaser's email address as per schedule indicated in Clause 1. The queries must be submitted in the following format in MS Word / MS Excel format:

<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
<b>Name and Address of the Organization submitting request</b>		<b>Name and Position of Person submitting request</b>	<b>Contact Details of the Organization / Authorized Representative</b>
			<b>Tel:</b>
			<b>Fax:</b>
			<b>Email:</b>
<b>S. No</b>	<b>TENDER Reference(s) (Section, Page)</b>	<b>Content of TENDER requiring clarification</b>	<b>Points of clarification required</b>
1.			
2.			

7.2. NICSI shall hold a pre bid meeting with the prospective bidders as per schedule provided in Clause1 of this tender in the NICSI conference hall. Queries received from the bidders as per the schedule in Clause 1 shall be addressed. No queries would be addressed post Pre-Bid meeting.

7.3. The purpose of the conference is to provide bidders with the information regarding the tender.

7.4. At the most 2 persons from any firm / company would be allowed in pre-bid conference.

7.5. At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by corrigendum. It shall not be mandatory for the Purchaser to disclose the reasons for this change.

7.6. The corrigendum will be notified through website (<http://eproc-nicsi.nic.in> & <http://www.nicsi.com>) and would be binding on all Bidders. No separate communication will be sent to the bidders who have participated in the pre-bid or who have sent written queries before the pre-bid meeting.

7.7. The Purchaser may, at its discretion, extend the last date for the receipt of Bids

## 8. Bid Submission

### 8.1. Online bid submission

- A. Online bids (complete in all respect) must be uploaded on <http://eproc-nicsi.nic> latest by **15:00 hours on 17.09.2013**
- B. The Online bids should be submitted as under:
- **Upload 1:** Scan of demand Draft towards EMD and Tender Fee must be uploaded (PDF format) electronically on <http://eproc-nicsi.nic.in>.
  - **Upload 2:** The PDF file, containing the following information, should be titled as “Technical Bid - <<Bidder Name>>”
    - a. Compliance sheet as per Annexure 1
    - b. All the documents asked for eligibility criteria
    - c. Technical formats as per Annexure 2 - 7
  - **Upload 3:** The XLS file, containing the following information, should be titled as “Financial Bid - <<Bidder Name>>”
    - a. Annexure 8 – Financial Bid Letter
    - b. Annexure 9 – Gross Total Value

**This PDF file not containing the above required documents or containing the financial bid in explicit/implicit form will lead to rejection of the bid.**

C. The Physical bids should be submitted as under:

- **Envelope 1:** Demand Draft towards EMD and Tender Fee in one cover sealed and superscripted “EMD and Tender Fee – Empanelment for Webcasting Services”. A letter specifying the draft details should be submitted along with EMD and tender fees. Envelope should be addressed to the correspondence address as per Clause 2. It should clearly highlight the name and contact details of the bidder.

### 8.2. Earnest Money Deposit

- A. Earnest Money Deposit (EMD) of Rs 20,000/- (Rupees Twenty Thousand only) has to be submitted. The EMD is to be submitted through Demand Draft of any Scheduled / Nationalized Bank (drawn in favour of National Informatics Centre Services Inc., New Delhi) physically before **15:00 Hrs on 17.09.2013. Otherwise bids will be rejected.**
- B. The scanned copy of Demand Draft must be uploaded (PDF format) electronically on <http://eproc-nicsi.nic.in>.
- C. In the case of Bidder who gets empanelled, EMD of that bidder will be returned and they shall be required to give Security Deposit as mentioned in the Annexure 10: Proforma for Security Deposit for contract performance” along with acceptance of contract, within 15 calendar days.
- D. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)’s recommendations.
- E. In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of FEC (Financial Evaluation Committee)’s recommendations.

- 8.3. All the bid documents should be digitally signed by the authorized signatory or legal officer of company. In case the bid is signed by other than legal officer of company, the bidder should enclose Board Resolution of the company for the officer, who signs the bid.
- 8.4. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so along the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. All documents submitted by bidder should be legible.
- 8.5. All pages of the bid being submitted must be sequentially numbered by the bidder.
- 8.6. NICSI will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the online bids.
- 8.7. The bids submitted by telex/ telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 8.8. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings
- 8.9. The rates are to be quoted in strict compliance to the financial bid otherwise the bid is liable to be rejected.
- 8.10. Percentage (%) of taxes etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders and during the validity of the contract.
- 8.11. The basic prices in Indian rupees should be quoted separately for each set of items given in Annexure 8 – gross total value.
- 8.12. The rates are to be quoted by the bidders in Indian Currency and payment shall be made to successful bidders in Indian currency only.
- 8.13. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids during the pre-bid conference.
- 8.14. The limitation of liability on any default of bidders will not be more than the purchase order value of this tender.
- 8.15. Online bids (complete in all respect) received along with Demand Draft of tender fee & Bank Guarantee of EMD (Physically) will be opened at **15:30 hours on 17.09.2013** in presence of bidders representative if available. Bid received without tender fee & EMD will be rejected. At the most 2 persons from any firm / company would be allowed in bid opening.
- 8.16. Rejection Criteria

- A. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected
- B. Ambiguous bids will be out rightly rejected.
- C. The bids submitted by telegram/ fax/ E-mail/ manually etc. shall NOT be considered. No correspondence will be entertained on this matter.
- D. Bids which do not qualify eligibility criteria will be rejected
- E. Bids not quoted as per the format given by NICSI will be rejected
- F. Any bid delivered after the submission deadline will not be considered
- G. The bids not compliant with the general essence of the scope of work would be rejected.

## **9. Bid Evaluation**

### **9.1. Technical Evaluation**

- A. A duly constituted Technical Evaluation Committee (TEC) will first select Bidders on the basis of eligibility criteria of this tender
- B. The TEC will open the Technical Bids in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in Clause 1 and 2 of this tender.
- C. Bidder must fulfill the eligibility criteria and must individually provide the eligibility documents as documentary evidence as per Annexure 1
- D. Purchaser at any time can ask for clarification on the information already received from the Bidders. Bidder needs to furnish the same in stipulated time. Under no circumstance, bidder will be allowed to submit any missing information.
- E. The Technical evaluation committee may invite the shortlisted vendors for making presentation/ demonstration/ discussion of equipments offered. Calling for presentation/ demonstration/ discussion does not imply that the technical bid is accepted.

### **9.2. Financial evaluation**

- A. The Financial Bids of bidders qualifying technical evaluation will be opened in the presence of their representatives on a specified date and time duly notified. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.
- B. There will be NO NEGOTIATION regarding the financial bid.
- C. Lowest Quoting Bidder will be selected as per the lowest Gross Total Value (GTV) quoted in Annexure 9 and designated as L1.
- D. L1 vendor will be worked out as per the procedure given in financial bid Annexure-9. L1 rates have to be accepted by all vendors qualifying for empanelment for webcasting services. Two bidders for each region would be empanelled. GTV for each region would be treated separately for empanelment.
- E. For this NICSI will ask other technically qualified bidders to match the L1 rates. Thus by way of giving successive opportunity for matching the L1 rate a panel of two bidders for each region will be formed. The decision of NICSI arrived at above will be final for empanelment and no representation of any kind shall be entertained. If none of the bidders L2, L3, L4 agree to match L1 rates then L1 alone shall be on the panel.
- F. In the event the L1 bidder for a particular region does not accept the contract, EMD of the bidder will be forfeited and tender will be scrapped for the aforesaid region.
- G. The maximum period allowed for matching the L1 rates by any Bidder will not be more than 7 working days from the date of issuance of offer letter from NICSI. If the Bidder fails to match the L1 rates within stipulated time as stated above, the offer will be treated as withdrawn and will then be extended to next Bidder in the order of their bids.

- H. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the empanelled bidder(s). However, the Committee/its authorized representative and office of NICS I can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.
- I. The financial bids shall be evaluated by the FEC for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

## **10. Empanelment of Bidder**

- 10.1. Prior to the expiration of the period of bid validity the Purchaser will notify the successful empanelled Bidder in writing that its bid has been accepted. The Bidder shall provide his acceptance within 3 days of such notification.
- 10.2. The notification of award will constitute the formation of the Contract
- 10.3. Upon the successful Bidder's furnishing of security deposit, the Purchaser may notify each unsuccessful Bidder and will discharge their EMD as per clause 12.1 of the tender.
- 10.4. Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the security deposit of amount equivalent to 10% of the contract value in form of Bank Guarantee (BG) of any commercial bank drawn in the name of NICS I, New Delhi, valid for contract period. Format for security deposit is provided in Annexure 10: Proforma for Security Deposit for Contract Performance
- 10.5. Failure of the successful Bidder to comply with the requirement of above clause shall result in scrapping of tender and EMD/BG will be forfeited.
- 10.6. The successful Bidder shall sign the contract within 15 days of submission of Security Deposit.
- 10.7. The empanelment will be valid for a period of 12 (Twelve) months in the first instance from the date of empanelment. It may be extended for a further period of 12 (Twelve months) depending upon the need of NICS I's project requirements with mutual consent.
- 10.8. All empanelled Bidders shall have to enter into a written agreement with NICS I for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by NICS I on behalf of its clients.
- 10.9. In the event of an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NICS I, should be passed on for compliance by the new company in the negotiation for their transfer.
- 10.10. In case any selected L1 bidder refuses to sign empanelment within seven days of communication from NICS I, the offer would be treated as withdrawn and the bidder's EMD will be forfeited and

tender will be scraped. If other bidders refuses to sign the empanelment after matching L1 rates, their EMD will be forfeited and offer will be extended to other qualified bidders to make a penal. The defaulting bidder may also be debarred from participating in NICSI tenders for a period of three years.

- 10.11. In case of empanelled bidder is found in breach of any condition(s) of tender or supply order, at any stage during the course of service period, the legal action as per rules/laws, shall be initiated against the bidder and Security Deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with NICSI.
- 10.12. The bidder should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security deposit
- 10.13. NICSI may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NICSI.
- 10.14. There will be empanelment of 2 agencies for each region. In case for any region, if NICSI receives single bid then NICSI reserves the right to process or scrap the bid for that particular region.
- 10.15. Bid for each region shall be treated as separate tender for empanelment.

## **11. Payment Schedule**

- 11.1. Purchaser shall make payments to the Bidder after the service is completed for the respective event and client. Bidder will furnish Satisfaction Certificate duly signed by the client along with the bill.
- 11.2. Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.
- 11.3. All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Purchaser shall not be liable to pay any such levies/ other charges under or in relation to this Contract.
- 11.4. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/ approved by the Purchaser in writing.
- 11.5. In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder. The Bidder shall receive the payment of undisputed amount under



subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the Bidder.

- 11.6. All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis
- 11.7. In case the submission of bills to NICSI, along with the necessary documents i.e. POD's/BG's etc., is delayed by the vendor beyond 30 days from the date of issue of bill or delivery of materials etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective vendors so that NICSI is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective vendor
- 11.8. All payments will be made through RTGS only.

## **12. Terms & Conditions**

### **12.1. Refund of EMD & Security Deposit**

- A. In the case of those bidders who are not selected, the EMD will be refunded without any interest accrued within one month of the Financial Evaluation.
- B. In case of selected bidder whose tender bid is accepted for the implementation, EMD will be refunded on receipt of Security Deposit. Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of National Informatics Centre Services Inc Hall No. 2&3, 6th Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066, valid for 2 years and shall be renewed by the bidder till contract lasts. No interest will be payable for the Security Deposit.
- C. On expiry of the empanelment, the Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the execution period. In case, it is found that appropriate satisfactory support has not been provided by the Bidder, NICSI will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the Bidder out of already due payments.

### **12.2. Indemnity**

- A. The selected bidder shall indemnify NICSI against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof.
- B. NICSI stands indemnified from any claims that the Bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the contract.
- C. NICSI also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the Bidder's manpower while discharging their duty towards fulfillment of the contract.

### **12.3. Termination for default**

- A. Default is said to have occurred

- If the bidder fails to deliver any or all of the services as specified in the purchase order or any extension thereof granted by NICS I.
  - If the bidder fails to perform any other obligation(s) under the contract
- B. If the bidder, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICS I (or takes longer period inspite of what NICS I may authorize in writing), NICS I may terminate the contract in whole or in part.
- C. NICS I may at any time terminate the contract by giving one month written notice to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent

#### 12.4. Arbitration

- A. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.
- B. If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or incase of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- C. Venue of arbitration shall be New Delhi.
- D. The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- E. Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. Disputes, if any, will finally be settled in the arbitration.
- F. Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- G. The award of arbitrator or arbitrators, as the case may be, Shall be final and binding on the parties. It is agreed that the empanelled bidder shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the empanelled bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the empanelment.

#### 12.5. Applicable law

- A. The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- B. All disputes in this connection shall be settled in Delhi jurisdiction only.

- C. NICS I reserves the right to cancel this tender or modify the requirement without assigning any reasons. NICS I will not be under obligation to give clarifications for doing the aforementioned.
- D. NICS I reserves the right that the work can be allocated to any other bidder in case Assigned bidder fails to perform the task with in the stipulated time frame.
- E. NICS I also reserves the right to modify/relax any of the terms & conditions of the tender.
- F. NICS I, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
- G. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NICS I and Bidders are bound to respect the same.

#### 12.6. Miscellaneous

- A. The empanelment under this tender is not assignable by the selected bidder. The selected bidder shall not assign its contractual authority to any other third party.
- B. The decision of NICS I arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present tender and the Bidder may also be liable to be debarred from bidding for NICS I tenders in future for a period of at least three years.
- C. Any conditions mentioned in their tender bids by the bidders which are not in conformity to the conditions set forth in the tender will not be accepted by NICS I. All the terms and conditions for the services, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions set by the bidders will be acceptable. Alterations, if any, in the tender bid should be attested properly by the bidders, failing which the bid will be rejected.
- D. In addition to the supporting technical documents, the enclosures as mentioned in List of Enclosure are required to be submitted with the technical bid.
- E. NICS I reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments. NICS I also reserves the right to accept /reject any bid, to cancel / abort tender process and / or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NICS I.
- F. Any default by the bidders in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.

**13. INDEX OF ANNEXURE**

<b>Annexure No.</b>	<b>Description</b>
<b>A</b>	<b>Eligibility Criteria &amp; Technical Formats</b>
1.	Eligibility criteria
2.	TECH Form 1: Bidder's Profile
3.	TECH Form 2: Financial Information
4.	TECH Form 3: Firm Strength
5.	TECH Form 4: Project Experience
6.	TECH Form 5: Statement of Deviation
7.	TECH Form 6: List of offices in India
<b>B</b>	<b>Financial Formats</b>
8.	FIN Form 1: Financial Bid Letter
9.	FIN Form 2: Gross Total Value (GTV)
<b>C</b>	<b>Additional Requirements/Proforma</b>
10.	Proforma for Security Deposit for Contract Performance

<b>A</b>	<b>Eligibility Criteria &amp; Technical Formats</b>
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## 14. Annexure 1: Eligibility Criteria

Bidders are required to submit their response in below provided table as a form in Technical Bid.

### 14.1. For Service Provider

Criteria	Detail	Supporting document required	Compliance (Yes/ No) along with page number of supporting document
Financial stability	Bidder should have annual turnover of more than INR 30 lakhs from Webcasting services in India in each of the past three years i.e. 2009 -10, 2010 – 11, 2011 – 12.	Certificate from statutory auditor declaring sales turnover and Balance Sheets for the said years	
Firm strength	Bidder should have at least 10 professionals on its rolls as of 31 March 2013	Certificate from HR head	
Project Experience	Bidder should have experience of providing webcasting services to atleast 5 Corporate or Government clients (with scope of work similar to that of tender) in past three years (as on Mar 2013) in India.  The projects should be completed as on date of submission of tender response	Documentary evidence, along with client contact details, in the form of Completion/ Satisfaction certificate from client	
Project Experience	Bidder should have experience of atleast 3 projects/ events in the region, where the bidder wants to get empanelled, in past three years (as on Mar 2013)	Documentary evidence, along with client contact details, in the form Satisfaction / Completion certificate from client	
Project Experience	Bidder should have experience of atleast 1 project with more than 5000 viewership in past three years (as on Mar 2013) in India	Documentary evidence, along with client contact details, in the form Satisfaction / Completion certificate from client	
Power of Attorney	Bidder should provide Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a	Power of Attorney	

Criteria	Detail	Supporting document required	Compliance (Yes/ No) along with page number of supporting document
	binding document		
Registered Legal Entity	The Bidder should be registered under the Companies Act, 1956, should have registered offices in India and should be in existence for at least last 5 years, as on 31st March 2013	Copy Certificate of Incorporation issued by Registrar of Companies	
Registered Legal Entity	The bidder should be registered with Sales Authority, Income Tax Authority and Service Tax Authority	Valid copy of VAT/ST/CST No. Valid copy of PAN card Valid copy of Service Tax number	
Registered Legal Entity	The Bidder should confirm whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006.	If yes, a copy of the Registration Certificate must be provided	Yes/ No

14.2. For Proposed Products

Item	Technical Specification	Compliance (Yes/ No)	Make and model of quoted equipment
Professional DV camera	<ul style="list-style-type: none"> <li>▪ Shall have outputs for SD &amp; HD Video outs for connecting to an external video Switcher.</li> <li>▪ Shall have built-in Recording feature for SD / HD videos.</li> <li>• Must have talk back facility. Recording of sessions in DVD format.</li> </ul>		
Video Switcher	<ul style="list-style-type: none"> <li>▪ It should support A/V switching for minimum of 4 inputs and 4 outputs.</li> <li>▪ Shall support SD / HD Video formats (PAL/NTSC, HD720p30, HD720p60, HD1080i &amp; HD1080p)</li> </ul>		
Audio/Video Mixer with PIP feature	<ul style="list-style-type: none"> <li>▪ Capable to show PIP between any two inputs. The setup must be capable to take input as PC (upto SXGA 1280x1024 pixel resolution), S-Video, DVI-D (upto 1080p30), Composite video (NTSC/PAL) etc</li> <li>▪ It should have Composite video on RCA interface , S-Video and DVI out</li> </ul>		
PA system with Audio Recording facility	<ul style="list-style-type: none"> <li>▪ Shall support 6 Mic inputs (4 wired Microphones for Dias, 1 collar Mic and 1 Hand held wireless Mic)</li> <li>▪ Shall have 200 W PMPO amplifier with Suitable speakers with mixing and noise control, for inputs.</li> <li>▪ Shall have Audio recording in MP3 format.</li> </ul>		
Encoding/Streaming Workstation For SD video format	<ul style="list-style-type: none"> <li>▪ Suitable Workstation/PC necessary hardware for capturing SD Video (PAL/NTSC) along with stereo audio (line level) for generating high quality multi bit streams in Flash/Windows format.</li> <li>▪ Shall generate bit rates from 400 kbps to 2 Mbps.</li> <li>▪ Multiple capture and streaming is optional</li> </ul>		
Encoding/Streaming Workstation For HD video format	<ul style="list-style-type: none"> <li>▪ Suitable Workstation/PC necessary hardware to HD Video (720p/1080p) along with stereo audio (line level) capture for generating high quality multi bit streams in Flash/Windows format. Shall generate bit rates from 400 kbps to 2 Mbps.</li> <li>▪ Multiple capture and streaming is optional</li> </ul>		



Item	Technical Specification	Compliance (Yes/ No)	Make and model of quoted equipment
DV Recording unit	<ul style="list-style-type: none"> <li>▪ HD/SD Video recording to be connected to Video Mixer output in DVD/DV format.</li> </ul>		
Video Distributor (VDA/HD Video splitter)	<ul style="list-style-type: none"> <li>▪ 1:6</li> </ul>		
Video conferencing system (SD)	Supporting up to 4 Mbps IP/ISDN Support Inputs: Composite, S-video, DIV-I and/or VGA. It should support H.323 protocols for interoperability with other OEMs		
Video conferencing system (HD)	Supporting up to 4 Mbps IP/ISDN Support Video Mode: High Definition (HD) Inputs: Composite/S-video, DVI/HDMI (upto 1080p) and VGA (upto SXGA resolutions) It should support H.323 protocols for interoperability with other OEMs		
Other than the above states items, Bidder should provide all the equipment, accessories, tools etc. to make the devices functional.			

**15. Annexure 2: TECH Form 1: Bidder's Profile**

S. No.	Particular	Details
1.	Name of Bidder	
2.	Incorporated as (State Sole Proprietor, Partnership, Private Limited or Limited Firm)	
3.	Incorporation year	
4.	Full address	
5.	Name of the top executive with designation Telephone Mobile Email	
6.	Service tax number	
7.	Sales tax/ VAT No.	
8.	CST No.	
9.	PAN No.	
10.	Tender fees details	
11.	EMD details	

Signature:

Name:

Designation:

SEAL:

Date:

Place:

Please attach necessary documents as per the above form.

**16. Annexure 3: TECH Form 2: Financial Information**

Please provide CA certified financial information of three last declared financial years.

	2009 – 10	2010 – 11	2011 - 12
Company Annual Turnover			
Annual Turnover from Webcasting Services			

Note

- Please attach copies of relevant financial statements and audited accounts for the three last declared financial years
- Please attach the copies of Profit and Loss Accounts for the three last declared financial years

**17. Annexure 4: TECH Form 3: Firm Strength**

On Bidder's letter head

To  
Managing Director, NICSI  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15, Bhikaji Cama Place, New Delhi – 110066

Subject: Firm Strength

Respected Sir

This is to certify that <<Company Name>> have more than 10 professionals on its rolls as of 31 March 2013.

Dated this Day of 2013

(Signature) (In the capacity of)

(Name)

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

(Name and Address of Company)

Seal/Stamp of bidder

### 18. Annexure 5: TECH Form 4: Project Experience

Part 1: Summary of Project Experience

S. No.	Project Name	Client Name	Value of the Project	Location of project	Technology used	Number of Hits
1.						
2.						
3.						
4.						

Part 2: Detailed Project Experience

<<use the below provided form for each of the project mentioned in the Summary>>

Sr. No.	Items	Details
<b>General Information</b>		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
<b>Project Details</b>		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY	
5.	Number of staff deployed in the assignment	
<b>Size of the project</b>		
6.	Total Cost of the project	
7.	Technologies / Products used	
8.	Number of hits achieved	
9.	Advanced features provided	
10.	Any other information to be shared	
<b>11. Narrative Description of the Project</b>		
<b>12. Documentary Proof and necessary details</b>		
<i>Please attach the proof - Work Orders Certificates or Completion Certificate etc with the credential only</i>		

**19. Annexure 6 – TECH Form 5: Statement of Deviation**

Tender Clause No.	Description of Clause	Deviation in the offer	Brief reason for deviation

Signature of the Bidder

Name

Date

Place

Company Seal

**20. Annexure 7 – TECH Form 6: List of Offices in India**

S. No.	State/ UTs	Contact Person	Address

Signature of the Bidder

Name

Date

Place

Company Seal

<b>B</b>	<b>Financial Formats</b>
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## 21. Annexure 8: FIN Form 1 – Financial Bid Letter

To  
Managing Director, NICSI  
Hall No. 2&3, 6th Floor, NBCC Tower,  
15, Bhikaji Cama Place, New Delhi – 110066

### Subject: Empanelment of Agencies to provide Webcasting Services

Sir,

We declare:

1. That we/our principals are equipped with adequate experience and other facilities required for providing Solution/services as per the requirement given in the Open Tender No. \_\_\_\_\_ and our establishment is open for inspection by the team/representatives of NICSI.
2. We hereby offer to provide Services at the prices and rates mentioned in the financial bid.
3. We do hereby undertake, that,
  - a. In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services.
  - b. The prices quoted are inclusive of all charges inclusive of traveling, manpower etc. for providing the desired services All Over India.
  - c. We enclose here with the complete Commercial Bid as required by you. This includes:
    - Bid Letter
    - Financial Bid
  - d. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.
  - e. We have carefully 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 provide the services as per these terms and condition.
4. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated :

Signature of agency representative

Name of Agency:

Full Address :

Company Seal :

Detail of enclosures. :

**22. Annexure 9: FIN Form 2 – Gross Total Value**

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Bidder can bid for multiple regions (Regions are provided in Clause 5 of this tender). Use separate form for each region. Please provide name of the region clearly and as per Clause 5 in the form below.

Region Name:										
Service	Cost (1)	Multiplication factor (2)	Weighted Cost (3 = 1*2)	Taxes (4)						Total Cost (5 = 3+4)
				CST	VAT	Service Tax	Educ ation	Any other	Total Tax	
Cost for one day of Streaming the event for one hall (with 1 SD camera, Encoder with good capture card)	Rs.	10								[A]
Cost for one day of Streaming the event for one hall (with 2 SD cameras) including mixer (PIP), switcher, encoder etc	Rs.	5								[B]
Cost for one day of Streaming the event for one hall (with 1 HD camera)	Rs.	10								[C]
Cost for one day of Streaming the event for one hall (with 2 HD cameras) including mixer (PIP), switcher, encoder etc	Rs.	5								[D]
Cost of one day of live SD Streaming/ Encoding the event for one hall if A/V feed is provided	Rs.	5								[E]
Cost of one day of live HD Streaming/ Encoding the event for one hall if A/V feed is provided	Rs.	5								[F]
Cost of PA system with 6 microphones (Wireless) for one day	Rs.	5								[G]
Cost of SD video conferencing system with operator for one day	Rs.	20								[H]
Cost of HD video conferencing system with operator for one day	Rs.	20								[I]
Cost of SD camera with operator	Rs.	20								[J]

Region Name:										
Service	Cost (1)	Multiplication factor (2)	Weighted Cost (3 = 1*2)	Taxes (4)						Total Cost (5 = 3+4)
				CST	VAT	Service Tax	Educ ation	Any other	Total Tax	
Gross Total Value (GTV) [A + B + C + D+E+F+G + H + I +J ]										<b>GTV</b>
<b>Gross Total Value in words (Rupees: _____)</b>										

*It should be noted that –*

- *All required accessories for the equipment like cables, connectors, UPS etc. should be provided by the bidder*
- *The bidder has to ensure failsafe smooth operations during the live event*
- *The bidder has to ensure technical competent operator / man power to be deployed*

<b>C</b>	<b>Additional Proformas</b>
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**23. Annexure 10: Proforma for Security Deposit for Contract Performance**

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To  
 Managing Director, NICSI  
 Hall No. 2&3, 6th Floor, NBCC Tower,  
 15, Bhikaji Cama Place, New Delhi – 110066.

1. Against contract vide Advance Acceptance of the Open Tender No. \_\_\_\_\_ dated \_\_\_\_\_ covering \_\_\_\_\_ (hereinafter called the said "Contract") entered into between the National Informatics Centre Services Inc. (hereinafter called "NICSI") and \_\_\_\_\_ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of NICSI, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified NICSI against any loss or damage that may be caused to or suffered by NICSI by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of NICSI, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by NICSI shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to NICSI.
  
2. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by NICSI before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from NICSI.
  
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of NICSI.
  
4. We undertake to pay to NICSI any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We \_\_\_\_\_ Bank Ltd, further agree that NICSI shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time of from time to time any of the powers exercisable by NICSI against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by NICSI to the said Bidder or for any forbearance and or omission on the part of NICSI or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date \_\_\_\_\_

Place \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**