

बिहार सरकार  
गृह विभाग (आरक्षी शाखा)  
केन्द्रीय चयन पर्षद (सिपाही भर्ती) कार्यालय,  
05, हार्डिंग रोड, पटना-800001

CCTV Surveillance Services हेतु निविदा आमंत्रण सूचना

निविदा संख्या-सी0एस0बी0सी0 / बी0आई0एच0-01/2025-2026  
दिनांक 07.04.2025

केन्द्रीय चयन पर्षद (सिपाही भर्ती) द्वारा विभिन्न पदों पर नियुक्ति हेतु आयोजित लिखित परीक्षाओं हेतु CCTV Surveillance Services आदि उपलब्ध कराने हेतु इच्छुक फर्मों से उचित दर पर दो बोली प्रणाली (Two Bid System) के आधार पर निविदा मुहरबंद लिफाफे में आमंत्रित की जाती हैं। निविदादाता अपनी निविदा दिनांक 09.04.2025 से दिनांक 30.04.2025 तक समय 14:00 बजे अपराहन तक किसी भी कार्य दिवस को पर्षद के उपर्युक्त पते पर स्थित बॉक्स में डाल सकेंगे। निविदा स्पीड पोस्ट/रजिस्ट्री/फैक्स एवं ईमेल द्वारा भेजे जाने पर विचार नहीं किया जायेगा।

निविदा संबंधी विस्तृत विवरण एवं प्रपत्र पर्षद की वेबसाईट <https://csbc.bihar.gov.in/> पर "Tender response invited from experienced Agencies for providing CCTV Surveillance services during multiple examinations being conducted by CSBC throughout the State" शीर्षक के तहत उपलब्ध हैं, जहाँ से इसे देखा एवं डाउनलोड किया जा सकता है।

*Raj Saitka.*  
07/04/25  
विशेष कार्य पदाधिकारी

केन्द्रीय चयन पर्षद (सिपाही भर्ती),  
बिहार, पटना

ज्ञापांक 05/के0च0प0(सू0)

दिनांक 07/04/2025

केन्द्रीय चयन पर्षद (सिपाही भर्ती) का कार्यालय,  
05, हार्डिंग रोड, पटना-800001

*Raj Saitka.*  
07/04/25.  
विशेष कार्य पदाधिकारी

केन्द्रीय चयन पर्षद (सिपाही भर्ती),  
बिहार, पटना

Tender No. CSBC/BIH-01/2025-2026

Date: 07.04.2025

## Central Selection Board of Constable

05, Harding Road, Patna – 800001

Website: <https://csbc.bihar.gov.in/>

E-mail: csbc-bih@nic.in

Tender response invited from Experienced Agencies for providing CCTV Surveillance services during multiple examinations being conducted by CSBC throughout the State

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**IMPORTANT SCHEDULE AND DETAILS**

<b>Bid Data Sheet (BDS)</b>	
Tender	Tender response invited from experienced agencies for Providing CCTV surveillance services during multiple examinations being conducted by Central Selection Board of Constable throughout the State.
Tender Reference	CSBC/BIH- 01/2025-2026 dated 07.04.2025
Purchaser	Central Selection Board of Constable
Bid Available in website	<a href="https://csbc.bihar.gov.in/">https://csbc.bihar.gov.in/</a>
Bid Submission Start Date	09.04.2025
Last Date for submission of queries	18.04.2025
Pre-Bid Meeting (Place, time, and date of the Pre-Bid Meeting)	22.04.2025
Last Date for Bid Submission	30.04.2025 Up to 1400 hrs
Date and Time for Opening of Technical Bids	30.04.2025 Up to 1600 hrs
Date and Time of opening of Financial Bids	To be intimated later.
Language	The language of the Bid is: "English" All correspondence exchange shall be in "English" language.
Price Adjustment	The prices quoted by the Bidder "shall not be" subject to adjustment during the performance of the Service agreement.
Period of Contract	The duration of the assignment will be 2 years (Extendable upto 1 more year)
Bid Currency	The Bidder is required to quote the Prices in Indian Rupees (INR) only.
Consortium	"Not Allowed"
Bid Validity	The Bid validity period shall be 180 days from the date of opening of bid.
Tender Fee and Earnest Money Deposit to be submitted	Tender Fee: INR 10,000/- EMD: INR 15,00,000/- through demand draft in favour of "Chairman, CSBC, Bihar, Patna" and payable at Patna. EMD Validity: 180 days from day of Bidding
Contact Details of Intending Officer	Email: csbc-bih@nic.in
Address for Communication	Central Selection Board of Constable, 05, Harding Road, Patna-800001

## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to BIDDERS, whether verbally or in documentary or in any other form by or on behalf of the CSBC or any of its employees or advisers, is provided to BIDDERS on the terms and conditions set out in this RFP and such other terms and conditions, subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by CSBC to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by CSBC in relation to the services. Such assumptions, assessments and statements do not suppose to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for CSBC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and informations contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and informations contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the BIDDERS is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CSBC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. CSBC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

CSBC also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this RFP.

CSBC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the CSBC is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the desired services and CSBC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Time and Quality is of essence. CSBC will not go ahead with the bid process in case of single bidder.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with CSBC, any demonstrations or presentations which may be required by CSBC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and CSBC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the CSBC with the bidders.

## 1. DETAILED SCOPE OF WORK

### 1(A) SOW - CCTV SURVEILLANCE SERVICE (Category-A)

CSBC is keen to implement recording and Live CCTV surveillance system to monitor various activities of the candidates and other persons deployed to conduct written examinations at the centres spread all over the State in real time. Examination date and list of examination centres will be provided to the successful Bidder by the CSBC, atleast 1 week before the date of commencement of examination.

- i. Installation of Colour CCTV cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are required to be functional for three hour before the scheduled time of commencement of the examination and 1 hour after the completion of the examination. The examination is completed only after the sealing of confidential documents.
- ii. To organize and provide required manpower to install the CCTV devices at the Centers.
- iii. To control the redundancy, bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre-Cloud based) and other site as DR(Disaster recovery Cloud based)
- iv. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.
- v. In case of Live CCTV surveillance, Cameras should be connected to internet and HQ Control room need to be setup at CSBC Headquarter or a place deterrined by CSBC. Bidder has to ensure that all live camera feeds are made available at HQ control room at all times during the examination.
- vi. For multiple streaming/viewing of live CCTV Feed in HQ control room, the LED screens set up by the bidder should be able to identify city, exam centre and exam room.
- vii. Bidder has to make available adequate number of 10x12 feet video walls at HQ Control room with adequate manpower and laptops/desktops.
- viii. During the period of examination, CCTV facility shall not be interrupted due to any technical fault etc., and the Bidder shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.
- ix. The Bidder is required to submit complete recording of the entire examination duration within 10 days of successful completion of the examination.
- x. Power arrangement would come under the scope of the CSBC. In addition to this, Bidder has to arrange 30 minutes backup at each exam centre for their CCTV infrastructure.
- xi. The hardware required for the job shall be procured and maintained by the Bidder and Training/sensitization of staff deployed at the examination Centres shall be imparted by the Bidder.
- xii. The liability of the CSBC will only be limited up to payment of the rental/Lease value of the cameras/hardware provided and that includes connected service of the job.
- xiii. Computer/ Laptop and manpower will be provided by Bidder in HQ Control Room as well as at examination centres.
- xiv. Internet and other arrangements on every Exam center would be in the scope of Bidder.
- xv. Bidder should have adequate number of Colour CCTV cameras available (as backup) in case of emergency.
- xvi. Installation and commissioning of CCTV at every Examination center at the time of examination or the venue of interviews or physical Test conducted by CSBC, as per requirement on turnkey basis for close observation of activities of the candidates.
- xvii. Bidder has to install CCTV cameras as directed by CSBC at the time of giving work order.
- xviii. CCTV Camera should comply with the requirements mentioned in Annexure-II and should provide the MAF from respective OEM on its Letter Head.
- xix. The Platform should actively monitor CCTV camera feed through integrated command control centre (ICCC) setup.

## **1(B) SOW - VOIP IP PHONES AT EXAM CENTERS (Category-B)**

- i. Installation of one VOIP enabled IP Phone should be done at least one day in advance from the scheduled date of examination and/or in such a way that VOIP enabled IP Phone is functional for three hour before the scheduled time of commencement of the examination and one hour after the completion of the examination.
- ii. To arrange required connectivity for VOIP enabled IP Phone and to ensure that VOIP enabled IP Phone is in working condition during the examination.
- iii. Power arrangement for VOIP enabled IP Phone would come under the scope of the CSBC.
- iv. Bidder has to ensure that all calls from exam center made through VOIP enabled IP Phone are routed to designated SIP address at Control Room and vice versa.
- v. Bidder has to ensure that all calls are routed through VOIP PBX over internet securely.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1 Sale of Tender documents**

The bidder has to submit Tender fee of INR 10,000/- (Ten Thousand Only) towards the cost of Tender document along with the Technical Bid, failing which the Tender will be summarily rejected.

### **2.2 Submission of Tender**

Bidders shall submit the bid through physical mode, on or before the closing date. The CSBC will not be responsible for any delay in receipt of bids. Technical bid and financial bid should be submitted separately.

### **2.3 Period of Contract**

2.3.1 The contract shall be done for a period of two years, from the date of award of work. However, the contract may be renewed for another one year on the basis of performance of work, provided that both parties agree on mutual terms and conditions as specified in the contract.

2.3.2 In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract may be terminated even before the scheduled time after following due procedure. In case contract with successful bidder (L1) is terminated/rescinded or he/she desires to close the contract as per the condition of the agreement, the next successive bidder (L2, 13 and so on) shall be given an opportunity to match the rate of L1 for the remaining period of contract.

2.3.3 In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority.

### **2.4 Earnest Money Deposit (EMD)**

2.4.1 Earnest money deposit will not carry any interest. Bidders shall submit Earnest Money Deposit (EMD) of INR 15,00,000/- (Fifteen Lacs only) through bank draft. If not complied, bid will not be considered for opening and rejected out-rightly.

### **2.5 Validity of Bids**

The Bidder shall keep the "Financial Bid" valid for acceptance for a minimum period of 180 days after the last date of receipt of the Bids.

### **2.6 Security Deposit cum Performance Guarantee**

Security Deposit for proper and timely fulfilment of the contract has to be furnished by the successful Bidder within 07 working days from the date of Agreement cum receipt of work order and also required to furnish a guarantee on a stamp paper of 1000/- duly attested by a Notary Public to the effect that he shall maintain Secrecy and Confidentiality of the documents.

**No exemption will be made.**

The Security Deposit cum Performance Guarantee of INR 15 Lac only by furnishing a Bank guarantee.

Security Deposit will be retained by the CSBC till satisfactory completion of the work. It should be clearly understood that in the event of the Contract not being executed and completed as per the quality and time schedule laid down, the same is liable to be forfeited. This will be in addition to the penalty, if any, which may be imposed as specified in the delivery schedule.

CSBC will return the PBG within 60 days of completion of contract period.

**2.7 Delivery Schedule**

The bidder whose bid is accepted shall arrange to start the services after receipt of Letter of Acceptance/ Work Order in a time bound manner as indicated by the CSBC for each job/project/examination.

It may be kept in mind that time is the essence of this contract, Bidders may note that award of work will be on a project to project basis-one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of required infrastructure and related accessories or delay in respect of multiple examinations.

**2.8 Payment Terms**

- i. No advance payment shall be made under any circumstances to the successful bidder.
- ii. Rate quoted by the bidder shall be inclusive of all incidental cost of Bidder including transportation, handling, and installation.
- iii. No extra costs shall be paid by the CSBC on any additional account to the successful bidder
- iv. The payment shall be in Indian Rupees and shall be paid only as per following terms of payment.
  - a. Payment will be made within 60 days of receipt of work completion certificate, along with Invoice complete in all respects.
  - b. Category A: Formula for Invoice derivation would be: (Number of working cameras x Per camera Per day rate).
  - c. Category B: Formula for Invoice derivation would be: (Number of Exam Center x Per day rate).
- v. The successful bidder has to sign a detailed agreement within 7 days of receipt of Letter of Agreement on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.
- vi. Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between The CSBC and successful bidder.
- vii In case the bidder fails to execute the Agreement within 15 days from issue of Letter of Agreement, The CSBC shall have liberty to withdraw the contract.
- viii All payments shall be subject to deduction of applicable TDS.
- ix. The rate quoted should be firm.

**2.9 Penalty Term**



- i. In case of CCTV Camera(s) not being deployed by bidder at required examination centres, Bidder would be penalized by The CSBC as per below:
  - The objective of this process is to conduct the examination in a fair and flawless manner, hence the CSBC accepts zero tolerance for any candidate being left over, intentionally or unintentionally.
  - 100% amount would be penalized or decided by the CSBC /Competent authority.
- ii. In case of any candidate being leftover (5% exempted per particular exam), intentionally or unintentionally, during Live CCTV Surveillance stage at the time of examination, Bidder would be penalized by The CSBC as per below
  - The objective of this process is to conduct the examination in a fair and flawless manner, hence the CSBC accepts zero tolerance for any candidate being left over, intentionally or unintentionally.
  - 100% amount would be penalized or decided by the CSBC /Competent authority.
- iii. In case of VoIP IP Phone not being supplied by bidder at required sites, Bidder would be penalized by The CSBC authorities as per below:
  - amount of leftover Exam centre would not be paid or decided by the CSBC.
  - 100% amount would be penalized as of VoIP IP Phone for that specific Exam centre (Number of estimated Exam Centerx Per Exam Center Per Shift rate) or decided by the CSBC /Competent authority.

#### **2.10 Other Terms & Conditions**

- i. Consortium and Joint venture bid won't be allowed and, would be liable for rejection outrightly.
- ii. Hypothetical and conditional Tenders will not be entertained and will be rejected summarily.
- iii. The CSBC reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- iv. There shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed on the Bidder against the Contract for such quantities as may be decided by the CSBC.
- v. All disputes concerning in any way with this tender are subject to Patna High Court's Jurisdiction only.
- vi. **Bidder has to bid for all the required services as per the Scope of work of this tender. Partial bid will be outrightly rejected.**

#### **2.11 Amendment to the Bid Document**

- i. At any time prior to the last time and date for submission of bids, The CSBC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- ii. The amendment will be notified by The CSBC and will be binding on all bidders.
- iii. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, The CSBC may, at its discretion, extend the last date for the submission of Bids.
- iv. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on The CSBC website.

## **2.12 Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and The CSBC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

## **2.13 Bidder Authorized Signatory**

- i. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
  - Constituted Attorney of the company, or
  - Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company
- ii. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.
- iii. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- iv. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The CSBC may outrightly reject any bid not supported by adequate proof of the signatory's authority.

## **2.14 Clarification**

When deemed necessary, The CSBC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

## **2:15 Arbitration**

In the event of any dispute or differences, the matter will be referred to the CSBC.

## **2.16 Late Bids**

Bids received by The CSBC after the specified time on Bid Due Date (BDD) shall not be eligible for consideration and shall be summarily rejected.

## **2.17 Selection Process**

- i. CSBC has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the bids comprising prequalification (technical) and financial bids. In the first stage, a prequalification evaluation will be carried out as specified in this RFP. Only prequalified bids will be eligible for financial evaluation. Based on the technical evaluation, a list of short-listed BIDDERS shall be prepared.
- ii. In the second stage, a financial evaluation will be carried out as specified in this RFP. The Financial Proposal of the eligible and technically qualified bids will only be opened for consideration under LCBS (Least Cost Based Selection) method.

- iii. Bids will finally be ranked according to LCBS method.
- iv. L1 bidder will be declared as successful contractor/service provider.
- v. CSBC may choose one or more agencies (if agreed) for the above services for examination being conducted in different districts of state at the rate of L1.
  
- vi. BIDDERS shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that CSBC decisions are final and binding without any right of appeal whatsoever.

### **2.18 Notification of Award**

The CSBC will notify the successful Bidder in writing or email, that its proposal has been accepted (Letter of Intent).

### **2.19 Contract Signing**

- i. Generally, after selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by The CSBC to the Selected Bidder and the Selected Bidder shall, within 2 (two) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, The CSBC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.
- ii. Bidder has to sign the Contract agreement as per (Annexure VI) of this RFP within a period of 15 days from the date of LOA.

### **2.20 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of BIDDERS shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising The CSBC in relation to matters arising out of, or concerning the Selection Process. The CSBC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The CSBC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or The CSBC or as may be required by law or in connection with any legal process.

### **2.21 Proprietary Data**

- i. Subject to the provisions, all documents and other information provided by The CSBC or submitted by the Bidder to The CSBC shall remain or become the property of The CSBC. BIDDERS are to treat all information as strictly confidential. THE CSBC will not return any Proposal or any information related thereto. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Bidder to THE CSBC in relation to this project shall be the property of The CSBC.
- ii. All Knowledge/Data which come to their notice as part of engagement shall not be used outside without permission of The CSBC.
- iii. The Correspondence both Physical and Electronic shall be in the name of The CSBC.
- iv. Dedicated official Mail ID mentioned in tender shall alone be used for all correspondence associated with the engagement.
- v. The Bidder shall not promote their Company in these correspondences and shall not disclose their Identity in any manner.

### 3. QUALIFICATION CRITERIA (Documentary evidence to be submitted)

Following will be the minimum qualification/eligibility criteria. Each eligible bidder should possess all the following qualification criteria. **All the documents submitted with Technical bid should contain the name & designation of authorized signatory with company seal.** Responses not meeting the minimum qualification criteria will be rejected and will not be evaluated.

S.No.	Qualification Criteria	Supporting Compliance document
1.	The bidder shall be a Public Sector Undertaking, Private Limited or Limited Company registered under the Indian Companies Act 1956 of 2013 of GOI and should be into existence in India for last 5 years as on day of bidding. <b>Consortium/Joint venture bid not allowed. Proprietorship/Partnership firms are not allowed to participate.</b>	Copy of relevant Certificates along with <ul style="list-style-type: none"> <li>• Certificate of incorporation</li> <li>• GST Registration certificate</li> <li>• PAN card</li> </ul>
2.	The Bidder should have an average annual turnover of INR 30 Crores from examination based projects during the last three financial years i.e. 2021-22, 2022-23, 2023-24.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization
3.	Bidder should have Net Worth of more than INR 15 Crores as of FY 2023-24	Certificate by Chartered Accountant (CA)
4.	Bidder must have a valid certification of ISO 9001 & ISO 20000 and CMMI 3 or above as on day of bidding	Copy of valid certificates must be enclosed
5.	Bidder should have working experience of performing examination based projects. The bidder should have done at least 2 examination based projects providing CCTV services in 400 centres/2 Lakhs candidates/8000 CCTV in a single exam assignment for the provision of CCTV Surveillance of candidates in Examination based projects one go for any other project, for any Central Govt. /State Govt. / Semi-Govt. / PSU or Govt. University/Educational Institutions/ Organization/Board/Council/Commission or by any other Government undertaking organization during the last 5 years as on day of bidding.	Copies of Govt Orders/Performance Work Certificate need to be enclosed for the provision of CCTV Surveillance of candidates in Examination based projects.
6.	The bidding organization should not have been debarred/blacklisted by any Bihar Govt./Central Govt. /State Govt. / Semi-Govt. / PSU or Govt. University/ Educational Institutions/ Organization/Board/Council/Commission or by any other Government undertaking organization either indefinitely or for a particular period of time during the last 3 years as on day of bidding In case any documents contradicting the above clause are found by the CSBC, the CSBC reserves the right to immediately reject the Bid	Undertaking to be submitted on Notary affidavit of INR 1000
7.	Bidder has to bid for all the required services as part of Scope of Work of this tender. Conditional/Partial bid will be rejected out rightly.	Undertaking to be submitted on Notary affidavit of INR 1000 and shall remain valid for next 2 years
8.	Technical Compliance along with required documents/Certificates as per Annexure-II.	Supporting Documentary Evidence

**Note: The bidder will have to fulfill the aforementioned conditions, non-compliance of any of the above conditions will result in declaring the bid non responsive and will summarily be rejected on technical ground.**

#### 4 PROFORMA FOR FINANCIAL BID

To  
The OSD,  
Central Selection Board of Constable,  
Bihar, Patna.

Respected Sir,

#### FINANCIAL BID

CATEGORY	SERVICE DESCRIPTION	Rate	UOM
A	Live Webcasting and recording of Examination Centres and Central Control Room Management with supply of recording as per scope of work		Camera Per Shift
B	VOIP IP Phones at Exam Centers		Per Exam Center Per Shift

#### NOTE:

- Price should be quoted as inclusive of GST only. GST will be applicable as per Govt. of India norms.
- In case of two shift exam on same day, rate of second shift will be 60% of Rate quoted above (Rate per shift)
- In case of exam being conducted on subsequent days which are continuous, rate of second day will be 60% of first day, rate of third day onwards will be 40% of first day
- In case of exam being conducted on subsequent days which are non-continuous (max gap of three days), rate of second day will be 60% of first day, rate of third day onwards will be 40% of first day
- This can be understood with the table mentioned below:

Shift/Day	1 <sup>st</sup> Day	2 <sup>nd</sup> Day	3 <sup>rd</sup> Day	4 <sup>th</sup> Day	5 <sup>th</sup> Day
Shift 1	100%	60%	40%	40%	40%
Shift 2	60%	40%	30%	30%	30%

- Bidder with lowest Rate will be awarded work  
This Rate Contract would remain valid for the entire duration of project.
- CSBC, at its discretion, may choose to avail any or combination of services in different exams.
- CSBC will be free to give any new work if it wants at any stage of examination process/ recommendation/ selection process.

Yours faithfully,

Name of the Bidder:

Name & Designation of Authorized Signatory:

Seal & Signature of Authorized Signatory:

Date & Place:

## 5. PROFORMA FOR TECHNICAL BID

(To be put inside the cover for Technical Bid)

i)	Name and Address of the Bidder	
ii)	Contact Person Name Phone No Mobile No Email Id.	
iii)	Month & Year of establishment	
iv)	Type of organization (Private/Public/Govt.)	
v)	Copy of Registration, if applicable	
vi)	Total Annual Financial Turnover (Attach photocopies of Audited Balance Sheet and Profit & Loss Account)	FY 2021-22
		FY 2022-23
		FY 2023-24
vii)	PAN No./TIN No. / TAN No.	
	GST Registration No. (attach photocopies of Income Tax Return certificate)	
viii)	Quality Certification No / License if any	
	Details of Issuing Authority	
	Validity of Certificate	
ix)	Activities of the organization	
x)	Since when engaged in providing related services	
xi)	Details of EMD	
xii)	Details of Tender Fee	

Signature:.....

Name of Bidder:.....

Date:.....

6. Annexure-I

Letter of undertaking  
(ON THE LETTER HEAD OF THE BIDDER)

To  
The OSD,  
Central Selection Board of Constable,  
Bihar, Patna

Sir

This bears reference to \_\_\_\_\_ dated \_\_\_ / \_\_\_ / 2025. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been restricted by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other proprietary right of any other person or other entity. We agree that we shall not prevent The CSBC from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_\_ / \_\_\_ / 2025 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Yours faithfully,

Name of the Bidder:

Authorized Signatory

Seal of the Organization:

Date:

Place:

**7 Annexure-II**

**Manufacturer Authorization Form  
(To be provided by OEM of CCTV Camera)**

To  
The OSD,  
Central Selection Board of Constable,  
Bihar, Patna

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_.

Sir,

We {name and address of the OEM}, who are established and reputed original equipment manufacturers (OEMs) of CCTV Camera, do hereby authorize {M/s \_\_\_\_\_} who is our authorized (Distributor/ Channel Partner/ Retailer/ Others <please specify>) to bid, negotiate and conclude the contract with you against the aforementioned Tender reference for the CCTV Cameras manufactured by us.

We hereby confirm that we comply with the required criteria mentioned below for manufacturer of CCTV Cameras and are providing the supporting documentary evidence.

1. OEM of CCTV should be ISO 9001, ISO 14001, ISO 27001, ISO 45001 Certified
2. Full time ONVIF member
3. UL/CE/FCC/BIS Certificate/GDPR compliant (Certificate to be attached)
4. Registered in India since last 10 years as on day of bidding with manufacturing in India since last 5 years

Yours faithfully.

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name & Designation:

Contact No..

Address:

Seal:



**8. Annexure-III**

SELF-DECLARATION-NON BLACKLISTING

(ON THE LETTER HEAD OF THE BIDDER)

To  
The OSD,  
Central Selection Board of Constable,  
Bihar, Patna

Sir,

In response to the Bid \_\_\_\_\_ dated \_\_\_\_\_ 2025, I/we hereby declare that our Company is having unblemished record and we have not been debarred/ blacklisted for corrupt & fraudulent practices by any Central Govt. /State Govt. /Semi-Govt. / PSU or Govt. University/ Educational institutions/ Organization/Board/Council/Commission or by any other Government undertaking organization either indefinitely or for a particular period of time during the last 3 years as on day of bidding.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our EMD may be forfeited in full and the bid if any, to the extent accepted may be rejected.

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

**9. Annexure-IV**

**FINANCIAL INFORMATION**

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax authorities (copies to be attached)

S. No.	Details	2021-22	2022-23	2023-24
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Net Worth			

-Audited Balance Sheet.

-Profit/Loss statement

Note: Attach additional sheets, if necessary.

(Signature of Bidder)

Name:

Date of sign:

Stamp:

10. Annexure-V

TENDER ACCEPTANCE LETTER

Date.....

To  
The OSD,  
Central Selection Board of Constable,  
Bihar, Patna

Sir/Madam,

Subject: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work:.....

I/ We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

I/ We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your the organization too has also been taken into consideration, while submitting this acceptance letter.

I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/entirety.

I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt./ Commission/Public sector undertaking/ or any other authority.

I/ We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization may without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully.

(Signature of the Bidder, with Official Seal)

**SERVICE AGREEMENT**

---

This Service Agreement ("**Agreement**") is executed on this \_\_\_\_ day of \_\_\_\_\_, 2025 in Patna and shall take effect from \_\_\_\_\_ 2025 ("**Effective Date**"), by and between:

Central Selection Board of Constable, having its registered office at **05, Harding Road, Patna – 800001**, (hereinafter referred to as the "**Board**") to be represented by \_\_\_\_\_ Authorized Signatory on behalf of the Department, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include its successors-in-interest and permitted assigns,

**AND**

\_\_\_\_\_ a company registered under the laws of India, having its registered office \_\_\_\_\_ (hereinafter referred to as "**Service Provider**") to be represented by \_\_\_\_\_ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include his heirs, executors and administrators.

The expression of the terms "**Service Provider**" or "**Board**" shall hereinafter referred individually referred to as "**Party**" and collectively as "**Parties**"

**WHEREAS**

\_\_\_\_\_ is in the business of providing Security Ancillary services during multiple examination being conducted by CSBC throughout the State as per tender no ..... dated ..... for "*Tender response invited from Experienced Agencies for providing CCTV Surveillance services during multiple examinations being conducted by CSBC throughout the State*", (referred to as "**Tender**") under which ..... has been empanelled on L1 rates and will work on certain projects as set forth in individual statements of work (each a "**Project**") to provide the Services, and .....desires to be retained by CSBC, to work on such Project(s).

NOW, THEREFORE, in consideration of the mutual promises and agreement set forth below, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

**1. DEFINITIONS:**

In this agreement, the following terms shall, unless repugnant to the context, have the following meanings:

- 1.1. "**Agreement**" shall mean this Agreement, all annexures, schedules, attachments, exhibits attached hereto and includes any modifications and revision to such documents from time to time.
- 1.2. "**Confidential Information**" means and includes any and all information or content shared by the parties relating to the services covered under this Agreement and business of the parties, which is obtained or received directly or indirectly in writing or orally, by the

receiving party, from either party or through any other person, pursuant to its functions under this Agreement; and any or all emails, software, data, tables, analysis, statistics, compilations, studies, financials, projections, documents and records relating to the services contemplated under this Agreement and any business of the party provided to the other party or obtained by other party pursuant to or as a result of its functions under this Agreement and includes any material that may be developed or generated from any confidential data, information or matters provided.

- 1.3. **"Scope of Work"** shall mean and include the "Services/ Supplies / Deliverables" which has been agreed as per **Tender no.** .....Dated..... **and "Exhibit A"** between the Parties and as set forth in this Agreement. In the event that there is any conflict between the terms of this Agreement and the terms of Scope of Work, the terms contained in this Agreement shall prevail.
- 1.4. **"Charges" and "Fees"** shall mean the Fees mutually agreed between the Parties and payable by CSBC to Service Provider for rendition of Services under this Agreement as per the Financial Bid defined in the Tender and the same shall form part of this Agreement.
- 1.5. **"Invoice"**: Detailed Invoice shall be raised by Service Provider for rendition of Services from time to time.
- 1.6. **"Services/Supplies/ Deliverables"** shall mean and include all the services to be performed by the Service Provider in accordance with the terms as defined in **Tender no.** .....Dated..... of the TENDER and **"Exhibit A"** of this Agreement.

**2. SERVICE/ SUPPLIES:**

- 2.1. .... shall provide the Services/Supplies items as specified in the TENDER and Exhibit A (the **"Services / Supplies"**).
- 2.2. The award of work shall be on a project-to-project basis wherein one project shall be treated as one examination. The work order shall be issued from time to time accordingly.
- 2.3. Parties may mutually agree in writing to add to the scope of the Services / Supplies/ Deliverables on mutually agreed terms from time to time. Any such changes agreed between the parties in the scope of Services / Supplies/ Deliverables shall take effect from the date as agreed between the parties. Such addendum or amendment shall form part of this Agreement after being executed by both the parties.

**3. PRICE RATE**

CATEGORY	SERVICE DESCRIPTION	Rate	UOM
A	Live Webcasting and recording of Examination Centres and Central Control Room Management with supply of recording as per scope of work		Camera Per Shift
B	VOIP IP Phones at Exam Centers		Per Exam Center Per Shift

NOTE:

- Price should be quoted as inclusive of GST only. GST will be applicable as per Govt. of India norms.
- In case of two shift exam on same day, rate of second shift will be 60% of Rate quoted above (Rate per shift)
- In case of exam being conducted on subsequent days which are continuous, rate of second day will be 60% of first day, rate of third day onwards will be 40% of first day
- In case of exam being conducted on subsequent days which are non-continuous (max gap of three days), rate of second day will be 60% of first day, rate of third day onwards will be 40% of first day
- This can be understood with the table mentioned below:

Shift/Day	1 <sup>st</sup> Day	2 <sup>nd</sup> Day	3 <sup>rd</sup> Day	4 <sup>th</sup> Day	5 <sup>th</sup> Day
Shift 1	100%	60%	40%	40%	40%
Shift 2	60%	40%	30%	30%	30%

- Bidder with lowest Rate will be awarded work  
This Rate Contract would remain valid for the entire duration of project.
- CSBC, at its discretion, may choose to avail any or combination of services in different exams.
- CSBC will be free to give any new work if it wants at any stage of examination process/ recommendation/ selection process.

**Note: Board shall pay applicable GST as per Govt. of India norms**

**4. PAYMENT TERMS:**

Service Provider shall be entitled to Charges/Fees as per the terms of Tender no. .... Dated ....., however, any change or modification in the Charges/Fees shall be revised mutually in writing and shall form part of the Addendum/Agreement.

- 4.1. In consideration of the Services/Supplies to be rendered by Service Provider, Board agrees to pay to Service Provider, the Fees as per **Para 3 "Price Rate" of this Service agreement**, after deducting taxes at source (TDS) as may be applicable, as per provisions of the Income Tax Act, or such other law for the time being in force. Such payment shall be made by Department to Service Provider within 30 days of the date of invoice.
- 4.2. For Category 'A' i.e. Cameras, formula for Invoice derivation would be:
  - (Number of Cameras x Per Camera Per Shift rate)
- 4.3. For Category 'B' i.e. VoIP IP Phones, formula for invoice derivation would be
  - (Number of Exam Center x Per Exam Center Per Shift rate)

**5. PENALTY TERMS:**

- 5.1. In case of CCTV Camera(s) not being deployed by bidder at required examination centres. Bidder would be penalized by The Board as per below:
  - amount of leftover exam centre would not be paid100% amount would be penalized as of estimated no. of CCTV cameras for that specific Exam centre (number of estimated CCTV cameras Per Shift rate)
- 5.2. In case of any candidate being leftover (5% exempted per particular exam), intentionally or unintentionally, during Live CCTV Surveillance stage at the time of examination, Bidder would be penalized by The Board as per below:
  - amount for failed Cameras would not be paid

- 100% amount would be penalized as of failed cameras (number of failed CCTV cameras Per Camera Per Shift rate)
- 5.3. In case of VoIP IP Phone not being supplied by bidder at required sites, Bidder would be penalized by The Board as per below:
- amount of leftover Exam Center would not be paid
  - 100% amount would be penalized as of VoIP IP Phone for that specific Exam centre (Number of estimated Exam Center x Per Exam Center Per Shift rate))
- 5.4. Disputes, if any with respect to the Invoicing, shall be notified by Party within reasonable time.

**6. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER**

- i. Board shall determine the manner and means by which the Services shall be performed subject to terms of the SOW/Work Order as mutually agreed between the Parties.
- ii. Service Provider agrees to work closely with the Board's representatives in the performance of Services and shall be available to Board's representatives, at all reasonable times, provided intimation (emails permitted) is given to the Service Provider.

**7. TERM**

This Agreement commences on the Effective Date and shall be valid for a period of 2 (Two) years from the Effective Date ("**Term**"). Upon expiry of the Term, both the Parties may mutually extend the period to another 1 (One) year wherein the terms and conditions shall be as mutually decided between the Parties ("**Renewal Term**"), subject to other terms and conditions of the Agreement

Upon expiry or termination of the Agreement, both Parties agree that:

- a) Payment of all outstanding unpaid invoice amounts to the Service Provider by the Board and
- b) Board shall cease using the Services with an immediate effect.
- c) All rights and obligations accrued prior to the date of termination/expiry of any Work Order shall survive such expiry or termination.

**8. CANCELLATION OR POSTPONEMENT**

In the event of cancellation prior to examination or postponement of the examination due to any circumstance or situation or condition whatsoever, the Service Provider shall be entitled to payment in the following manner:

Cancellation or Postponement	Payment to be received by Service Provider
1 day prior to Date of Exam	The Service Provider will receive 80% of the total work order value.

Between 2-5 Days prior to date of exam	The Service Provider will receive 50% of the total work order value.
6-7 days prior to date of exam	The Service Provider will receive 40% of the total work order value.
More than one week prior to date of Exam	No payment will be made to Service Provider

Furthermore, in the event of cancellation of examination post completion due to any reason not attributable to service provider, such as compromise of the system or paper compromised or any illegal activities associated with such examination resulting into cancellation of examination, the Service Provider shall be entitled to payment of 100%.

## 9. FORCE MAJEURE

"**Force Majeure Event(s)**" shall mean and include events and occurrences beyond the control of the affected Party including, but not limited to, acts of God, pandemic, strikes, work stoppage or other labour disturbances, disruptions due to third parties, network interferences, war, or sabotage, Neither Party shall be liable for any performance that is prevented or hindered due to a Force Majeure Event. In the event either Party is constrained from discharging its obligations due to a Force Majeure Event, such Party shall, within 10 (ten) days of occurrence of such an event, provide a written notice (emails permitted) of such Force Majeure Event to the other Party, and the affected Party's obligations shall stand suspended for the duration of the Force Majeure Event. However, in the event Services are already rendered or are continuing to be rendered, the payment obligation incurred, by the **Board**, as per the terms of the Agreement shall subsist even during a Force Majeure Event. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving fourteen (14) days written notice to the affected Party.

## 10. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed 5% of the total value of the work order issued prior to the date of incident. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct, (ii) breach of the user terms in respect of Service Provider's application system and deficiency in service as described in clause 5. The Service Provider shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of **Board** to perform any of its obligations, in such event, Service Provider shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge **Service Provider** for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

## 11. INDEMNITY

**Service Provider** shall indemnify and hold harmless any of its respective officers, directors or employees against any third-party and the Principal's liabilities, actions, claims (including settlement costs), suits, proceedings (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunal), direct or substantial or consequential damages, judgments or expenses including reasonable attorney's fees and other expenses of



litigation (each, a "Claim", collectively the "Claims") that arise out of (i) the performance of the Services (including, without limitation, a claim based upon infringement or misappropriation of third party's intellectual property rights or idea misappropriation) by the **Service Provider** and its affiliates, (ii) any breach by the **Service Provider** and its affiliates of its obligations hereunder, or any other provision of this Agreement

**12. NOTICES**

Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by email, and then confirmed by postage, prepaid registered post with acknowledgement due or by recognized courier service; or (ii) sent by postage, prepaid registered post with acknowledgement due or by recognized courier service, to the relevant party at its address set out below:

In the case of notices to Central Selection Board of Constable (CSBC)

Name :  
Designation :  
Address :  
Email :

In the case of notices to the ...(Agency Name).....

Name: .....  
Designation: .....  
Address:.....  
Email: .....

All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by email; or (ii) in case sub-clause (i) does not apply, the expiry of 7 (seven) business days after posting, if sent by post.

Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement and shall inform the other Party in writing within 10 (ten) days of change.

In case of any dispute regarding the delivery of the notices to the other Party, delivery by emails transmission shall be preferred over the postal transmission.

**13. CONFIDENTIALITY**

- A. During the continuity of this Agreement, "**Confidential Information**" of disclosing party, means any information or proprietary materials (in every form and media) of disclosing party made available to, disclosed to or otherwise obtained by the receiving party in connection with this Agreement, including, but not limited to, information relating to disclosing party's financial data, products, services, design documents data, reports, analyses, costs, prices or discount structure, names, business opportunities, technical specifications, documentation, and other materials contained in or related to any of the foregoing.
- B. **Use of Confidential Information**, Disclosing Party retains all right, title and interest in, to and under its Confidential Information and grants only the rights expressly permitted under this Agreement. The receiving party agrees not to use any Confidential information of disclosing

party for any purpose except for performing the obligations pursuant to this Agreement. The receiving party shall promptly notify disclosing party in the event of any unauthorized use or disclosure of its Confidential Information. The receiving party: (i) may copy disclosing party's Confidential Information only as required to perform its obligations hereunder and shall reproduce disclosing party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original; (ii) must return or destroy disclosing party's Confidential information when no longer needed, upon request, or at termination or expiration of this Agreement; (iii) must take the same care it uses to protect, and avoid unauthorized disclosure, release, or use of its own Confidential Information of like importance, but not less than reasonable care; (iv) may disclose disclosing party's Confidential Information only to those employees, affiliates and independent contractors who have a need to know and use the Confidential Information for purposes permitted or required by this Agreement, provided that the employees, affiliates and independent contractors have agreed in writing, prior to any disclosure of Confidential Information to any such employee, affiliate or independent contractor, to maintain the confidentiality of the information under terms no less stringent than those specified herein and are not competitors of disclosing party; and (v) may use Confidential Information to perform its obligations under this Agreement, and its employees, affiliates and independent contractors with a need to know, are authorized to do the same. In the event of a breach or threatened breach by receiving party, the receiving party agrees that monetary damages may not be an adequate remedy, therefore, disclosing party shall be entitled to injunctive relief in addition to monetary damages as an equitable remedy to restrain the receiving party committing the breach, from any such breach, threatened or actual.

- C. **Exclusions from Confidential Information.** Notwithstanding the provisions of clause 13(B) the following will not be considered Confidential Information under this Agreement: (a) information that is independently developed by the receiving party without use of, reference to or reliance on disclosing party's Confidential Information; (b) information that is or has become publicly known through no fault or act of the receiving party; (c) information that is lawfully known by the public at the time of disclosure and is not subject to restriction; and (d) information that is lawfully obtained, without a duty of confidentiality, from a third party that rightfully makes such disclosure without breach of a duty of confidentiality or other wrongful act by the receiving party. The receiving party may disclose Confidential Information of disclosing party if required to do so by law; provided that the receiving party promptly furnishes disclosing party with written notice of such legally required disclosure and cooperates with disclosing party 's reasonable efforts, at it's own cost and expense, to obtain a protective order, other appropriate protection of the disclosing party 's Confidential Information.

#### **14. INTELLECTUAL PROPERTY**

"**Intellectual Property**" means all intellectual property, whether existing or future including, without limitation, all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, source code, object code, upgrades, updates, name and data associated with software and Services, computer programs, databases, copyrights, licenses, franchises, formulae, designs, including all related rights therein, irrespective of status of registration. Each Party retains all rights in their respective intellectual property(ies) and nothing in this Agreement/Work Order/Tender shall

be construed as a transfer or assignment of any Intellectual Property from the **Service Provider to the Board**.

**Board** shall, at all times, retain all rights, interest and title in the Services including but not limited to all and any derivatives, customizations, and improvisations or any part or portion thereof.

Both Parties hereby agree and confirm to take due care, to protect and safeguard the intellectual property of each other. Notwithstanding anything contained elsewhere in the Agreement/Tender/Work Order, **Board** reserves the right to temporarily suspend Services, which it reasonably believes is/are being used for unauthorized purpose(s), or upon apprehension of Intellectual property infringement from such access and shall promptly notify the Service Provider of such suspension. However, before such suspension, **Board** shall inform the **Service Provider** in writing in advance to enable remedial actions on Customer part.

**Service Provider** agrees that **Board** may upon a prior intimation to **Service Provider**, use logo, brand name, and trademark for the limited purposes of displaying as a client/ recipient of the Services.

#### **15. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS**

Each Party warrants and represents that:

- a. it has all legal and proprietary rights in their respective Intellectual Property; and has the legal right and authority to execute this Agreement and has completed all corporate actions necessary, to execute this Agreement;
- b. the performance of its obligations under this Agreement is not in violation of any Applicable Laws and does not conflict with the obligation(s) under any agreement with any third party;
- c. that the Work Order including the Tender and this Agreement, when executed and delivered would constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with the terms prescribed therein.

#### **16. CONCILIATION COMMITTEE**

Both the Parties hereby agree and confirm on the constitution of a conciliation committee comprising of 5 members wherein both the Parties shall appoint 2 members each as their representative in the committee which shall be headed by an officer appointed by the Chairperson **Central Selection Board of Constable (CSBC)** which shall be responsible in arriving at amicable solutions in case of any dispute between the Parties related to any Services or terms and conditions of this Agreement. It is also agreed between the Parties that a dispute shall be said to be raised when the aggrieved Party gives an advance notice in writing of 15 days to the other Party. Upon expiry of 15 days from such notice, the conciliation committee shall be constituted which is obligated to arrive at an amicable solution within 30 days from such reference. In case the conciliation committee fails to come at an amicable solution or decision, then the dispute shall be referred to arbitration as per the terms and conditions of this Agreement.

#### **17. DISPUTE RESOLUTION**

In case of any dispute arising between the Parties in relation to any terms and conditions of this Tender or this Agreement, the conciliation committee shall try to resolve the issue as mentioned herein. If the issue does not settle by conciliation committee, in the manner as

prescribed, the same may be resolved firstly by arbitration of 5 (Five) members wherein both the Parties shall select 2 (Two) members each, out of which one shall be technical member and the other shall be general member. Upon selection of 2 (Two) members each, the arbitration tribunal shall be headed by person appointed by **Chairperson, CSBC**. The dispute shall be decided through the mechanism of voting and any or all orders shall be reasoned and speaking orders. The seat and venue of such arbitration shall be Patna. Secondly, courts at Patna shall have exclusive jurisdiction to entertain any disputes arising out of or in relation to this Tender to the exclusion of all other courts.

**18. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement shall be construed (i) to constitute the Parties as employer and employee, principal and agent or partners, or (ii) to allow either Party to create or assume any obligations, whether express or implied, on behalf of the other Party for any purpose, or to commit the other Party in any way to any third Party.

**19. WAIVER**

Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

**20. ENTIRE UNDERSTANDING & MODIFICATIONS**

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and shall supersede any and all prior correspondence including but not limited to email correspondence, proposal etc. The Agreement can be modified only by an instrument in writing signed by the Parties.

**21. COUNTERPARTS**

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For  
Central Selection Board of Constable (CSBC)

For  
Name of Agency.....

Sign:  
Name:  
Designation:

Sign:  
Name:  
Designation:

**WITNESS:**

**Witness No. 1**

**Witness No. 2**

Name:

Address:

Signature:

Dated:

Name:

Address:

Signature:

Dated:

**1. DETAILED SCOPE OF WORK****1(A) SOW-CCTV SURVEILLANCE SERVICE (Category-A)**

CSBC, is keen to implement recording and Live CCTV surveillance system to monitor various activities of the candidates and other persons deployed to conduct examinations at the centres spread all over the State in real time, Examination date and list of examination centres will be provided to the service Provider (SP) by the CSBC atleast 1 week before the date of commencement of examination.

- i. Installation of Colour CCTV cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are required to be functional for three hour before the scheduled time of commencement of the examination and 1 hour after the completion of the examination. The examination is completed only after the sealing of confidential documents
- ii. To organize and provide required manpower to install the CCTV devices at the Centers.
- iii. To control the redundancy, SP has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre-Cloud based) and other site as DR (Disaster recovery-Cloud based)
- iv. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.
- v. In case of Live CCTV surveillance, Cameras should be connected to Internet and Control room need to be setup at CSBC Headquarter, SP has to ensure that all live camera feeds are made available at HQ control room at all times during the entire duration of examination.
- vi. For multiple streaming/viewing of live CCTV Feed in HQ control room, the LED screens set up by the SP should be able to identify city, exam centre and exam room.
- vii. SP has to make available adequate number of 10x12 feet video walls at HQ Control room with adequate manpower and laptops
- viii. During the period of examination, CCTV facility shall not be interrupted due to any technical fault, etc., and the SP shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments
- ix. The SP is required to submit complete recording of the entire examination duration within 10 days of successful completion of the examination.
- x. Power arrangement would come under the scope of the CSBC. In addition to this, SP has to arrange 30 minutes backup at each exam centre for their CCTV infrastructure.
- xi. The hardware required for the job shall be procured and maintained by the SP and training/ sensitization of staff deployed at the examination Centres shall be imparted by the SP.
- xii. The liability of the CSBC will only be limited up to payment of the rental/Lease value of the cameras/ hardware provided and that includes connected service of the job.
- xiii. Computer/ Laptop and manpower will be provided by SP in HQ Control Room.
- xiv. Internet and other arrangements on every Exam center would be in the scope of SP.
- xv. SP should have adequate number of Colour CCTV cameras available (as backup) in case of emergency.
- xvi. Installation and commissioning of CCTV at every examination center at the time of examination or the venue of interviews or physical Test conducted by CSBC, as per requirement on turnkey basis for close observation of activities of the candidates.
- xvii. SP has to install CCTV camera as directed by CSBC at the time of giving work order.

- xviii. CCTV Camera should comply with the requirements mentioned in Annexure-II and should provide the MAF from respective OEM on its Letter Head.
- xix. The platform should actively monitor CCTV camera feed through integrated command control centre (ICCC) setup.

1(B) SOW VOIP IP PHONES AT EXAM CENTERS (Category-B)

- i. Installation of one VOIP enabled IP Phone should be done at least one day in advance from the scheduled date of examination and/or in such a way that VOIP enabled IP Phone is functional for three hour before the scheduled time of commencement of the examination and one hour after the completion of the examination.
- ii. To arrange required connectivity for VOIP enabled IP Phone and to ensure that VOIP enabled IP Phone is in working condition during the examination.
- iii. Power arrangement for VOIP enabled IP Phone would come under the scope the CSBC.
- iv. SP has to ensure that all calls from exam center made through VOIP enabled IP Phone are routed to designated SIP address at Control Room and vice versa.
- v. SP has to ensure that all calls are routed through VOIP PBX over internet securely.