

GOVERNMENT OF PUDUCHERRY
ELECTIONS DEPARTMENT
PUDUCHERRY

**E-Tender for Live streaming and Recording of
the Check-posts events in the UT of Puducherry
during the conduct of General Elections to Lok
Sabha, 2024**

Tender Document

Tender No.1/Elections/CEO/GELS-2024 Dated 15/02/2024

**The Chief Electoral Officer,
Villianur Road, Lawsthottam,
Reddiarpalayam,
Puducherry - 605010
Phone: (0413)-2292204/2292205
Fax: (0413)-2292206
Email: jtceo_pondicherry@eci.gov.in**

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Acronyms used in the Document

BG	Bank Guarantee
CC	Counting Centre
CV	Curriculum Vitae
CP	Counting Process
CEO	Chief Electoral Officer
DD	Demand Draft
ECI	Election Commission of India
EMD	Earnest Money Deposit
HD	High Definition
INR	Indian Rupees
IT	Information Technology
IP	Internet protocol
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Indent
PS	Polling Stations
RO	Returning Officer
SD	Security Deposit
SPOC	Single Point of Contact
GST	Goods and Services Tax
TDS	Tax Deduction at Source
MeitY	Ministry of Electronics and Information Technology
MAF	Manufacturer's Authorisation Form

Letter of Undertaking

To
The Chief Electoral Officer,
Elections Department,
Puducherry.

Sir,

Sub: Undertaking for participating in Election Department's e-Tender for Live Streaming & recording of Check posts events during the conduct of General Elections to Lok Sabha 2024 - Reg.

Ref: Tender No.1/Elections/CEO/GELS-2024 dated 15/02/2024

I/We_____ have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We_____ hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We_____ hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal actions that may arise due to the above.

I/ We _____ certify that no refurbished components are used for the provision for Live Streaming of Check posts events in the UT of Puducherry during the conduct of General Elections to Lok Sabha 2024. The tendered items to be delivered under this contract are certified as genuine and valid.

I/ We_____ certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above, I/We_____ understand that we are liable to be blacklisted.

Yours faithfully
for
Name,
Signature
Designation
Seal

Note:

- 1) Declaration in the company's letter head should be submitted as per the format given above
- 2) If the bidding firm has been blacklisted by any State Governments/ Central Government / Public Sector Undertakings earlier before 3 years, then the details should be provided.

1. Preamble

Elections Department, Puducherry invites bids from the suitable bidders for the e-tender towards the live Streaming & recording of Check posts events during the conduct of General Elections to Lok Sabha, 2024, from all the check posts located at the Borders in the four regions of the UT of Puducherry (Puducherry, Karaikal, Mahe and Yanam regions) as per the Technical specification and terms & conditions as given in this Tender document. The Successful Bidder of this tender shall be required to work closely with the Officials of Elections Department, Puducherry concerned to complete the work required, up to their satisfaction without any violation of ECI Instructions.

Attention clause:

All Intellectual Property Rights will vest with the Client and the bidder shall have no right over the same. Due to security reasons, the Bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Bidder Personnel shall also be required to sign a Non-Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

Definitions used in the Tender Document:**1. Agreement**

Means the document signed by the Authority (ELECTIONS DEPARTMENT, PUDUCHERRY) and the successful Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract.

2. Bid

Means the complete bidding document submitted by the Bidder to the Authority (Elections Department, Puducherry) and shall include any corrections, addenda and modifications made therein in accordance with the terms and conditions of tender.

3. Bidder

Means the party who makes a formal offer in pursuance of the tender floated.

4. Day

A day means a calendar day

5. Invitation of Bid

Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.

6. Letter of Acceptance

Means the formal acceptance of the bid of the Successful Bidder by Elections Department, Puducherry.

7. Lowest Tender

Means the tender which on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.

8. Payment

Means the amount payable by Elections Department, Puducherry based on the tendered items as per the agreement.

9. Period

Means entire term of the Contract

10. Purchaser

Purchaser means the end-user for whom the procurement / Services is indented through the tender.

11. Successful Bidder

Successful Bidder means the Bidder who becomes successful through the tender process

12. GST

The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or before 1.1.2020) and also submit GSTR-3B for the last 6 months (from June 2023 to December 2023).

2. Tender Schedule**Elections Department, Puducherry**

1.		Tender inviting Authority, Designation and Address	The Chief Electoral Officer, Elections Department, Puducherry
2	A)	Name of the Work	e-Tender for live Streaming & recording of Checkposts events in the UT of Puducherry during the conduct of General Elections to Lok Sabha 2024
	B)	Tender Reference	Tender Ref. No.1/Elections/CEO/2024, dated 15/02/2024
	C)	Installation	At all Check-posts located at the Borders in all four regions (Puducherry, Karaikal, Mahe and Yanam) of the Union Territory of Puducherry
3.		Tender Documents available place	e-Tender documents can be downloaded free of cost from the e-tender portal https://pudutenders.gov.in .
4.		Earnest Money Deposit (EMD)	Rs.1,00,000/-(Rupees One Lakh only) should be paid online through the e-tender portal https://pudutenders.gov.in
5.		Tender Submission	Two Part Tender comprising of Stage 1- Technical Bid and Stage 2-Price Bid Both the bids should be submitted Online through the web site https://pudutenders.gov.in
6.		Date and Place of Pre-Bid meeting	19/02/2024 @ 11.00.A.M. at Elections Department, Puducherry
7.		Due Date and Time of submission of Tender	1.00 P.M. on 27/02/2024
8.		Date, Time and Place of opening of the Technical Bids	4.00 P.M. on 27/02/2024 at Elections Department, Puducherry
9.		Date, Time and Place of opening of Price Bids	06.00 PM on 27/02/2024 at Elections Department, Puducherry
10.		Bid validity	150 days liable to be extended as per the request of Elections Department, Puducherry.

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender document. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder to familiarize himself/themselves with the prevailing legal situations for the execution of contract. Elections Department, Puducherry shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by the Elections Department, Puducherry. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.
- d) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms & Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply, commissioning and training the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to the ELECTIONS DEPARTMENT, PUDUCHERY for all the deliveries and deliverables.
- h) All correspondences will be dealt only through e-mail.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify the Elections Department, Puducherry by e-mail as per the Format prescribed in **Appendix-3 to jtceo_pondicherry@eci.gov.in**. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the website by means of Corrigendum to the Tender Document.

3.3 Amendments to the Tender

- a) Before closing of the Tender, amendments, if any, will be notified in the website mentioned in the Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. ELECTIONS DEPARTMENT, PUDUCHERRY will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications will be offered by Elections Department, Puducherry after the "Bid Submission Start Date" of the Tender.
- c) Before the closing of the Tender, Elections Department, Puducherry may amend the Tender document as per requirements or wherever Elections Department, Puducherry feels that such amendments are absolutely necessary.
- d) Amendments also may be given in response to the queries by the prospective Bidders.
- e) Such amendments will be notified in the websites mentioned in the

tender schedule.

- f) Elections Department, Puducherry at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) Elections Department, Puducherry is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in any another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Elections Department, Puducherry nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond the unreasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

4. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility Criteria in the Technical Bid.

Sl. No.	Eligibility Criteria	Supporting Documents for fulfilling the Eligibility Criteria
1.	<p>Bidder should be a Company registered in India under the Companies Act 1956.</p> <p>Bidder should have been in the Information Technology / ICT enabled services / Telecommunication business / video recording Services for 5 Years as on 31/12/2023.</p>	<p>Copy of the Certificate of incorporation should be submitted.</p> <p>Copy of the work order / agreement dated on or after 01.01.2018 obtained from the customer for any IT Services should be submitted</p>
2.	<p>Bidder should have an average annual turnover of Rs.2.00 Crores and above, in the last three audited financial years (2020-21, 2021-2022 & 2022-2023).</p>	<p>a) Copies of the Audited balance sheet for the last 3 financial years should be submitted.</p> <p>b) Certificate from the Chartered Accountant should be enclosed with positive net worth in the last three financial years of 2020-21, 2021-2022 & 2022-2023.</p>
3.	<p>Bidder should have executed 3 projects of live web streaming (web-based audio & video from multiple locations) in not less than 100 check post locations in any of Projects for General Elections to Lok Sabha / Assembly Elections, Civic Elections of any State, any other Central/State Govt. projects during the last 3 years.</p>	<p>Copy of the work orders or Agreements/work Completion / Satisfactory Certificates from the customers should be submitted.</p>
4.	<p>Bidder should be authorised cloud service partner from any of the MEITY empanelled Cloud service providers in India.</p>	<p>Copy of MAF/Authorisation Letter to be submitted.</p>
5.	<p>The Bidder should have valid Certificate of ISO 27001:2011 or higher ISO 9001:2008 or higher / both in his name</p>	<p>Valid copy of Certificate with respect to ISO 27001:2011 or higher / ISO9001:2008 or higher/both should be enclosed.</p>
	<p>The Bidder should have valid PAN and GST registration</p>	<p>Copies of the both Registrations should be enclosed.</p>
6.	<p>The Bidder should have registered office in Puducherry. If in case, Bidder is not having an office in Puducherry, a necessary undertaking to open the office in Puducherry within 15 days of signing the agreement should be submitted.</p>	<p>Undertaking to open Office in Puducherry should be submitted</p>

7.	The Bidder should not have been black-listed by any Government / Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if the black-listing was subsequently withdrawn)	Self Declaration Certificate should be submitted
8.	The bidder must have a Physical stock of at least 50% of stock of required specification at the time of Bidding.	Self Declaration Certificate should be Submitted

Important Note:

- a) Bidders should ensure that they have submitted all the required proof of documents self-attested and signed with seal as specified in the Tender document without fail.
- b) Bids received without the supporting documents to prove their eligibility are liable for rejection.
- c) The L1 bidder should produce original documents for verification failing which their eligibility is liable for rejection and the final decision vested with the Elections Department, Puducherry.

The Elections Department, Puducherry reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

5. Bid Preparation and Submission

5.1 Cost of Bidding

The Bidders should bear all the costs associated with the preparation and submission of Bids. Elections Department, Puducherry will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Downloading and Submission of Tender Document

The Tender Documents can be downloaded and must be submitted online through the web site: <https://pudutenders.gov.in>

5.3 Earnest Money Deposit (EMD)

An EMD amount as specified in the Tender Schedule should be paid online through the e-tender portal <https://pudutenders.gov.in>.

Read Appendix – 10 – Instructions for Online bid submission for further clarifications.

- a) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by Elections Department, Puducherry till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- b) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c) The EMD amount will be forfeited by the Elections Department, Puducherry if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit Security Deposit and / or fails to sign the Contract within the due dates.

5.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney, should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

5.5 Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.5.1 Technical Bid

- a) The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The bidders should submit the details of make and model of the items offered against the tender requirement.

5.5.2 Price Bid Form

- a) All the Price items as asked in the Tender should be filled online as per Price Bid Format given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. Internet connectivity, necessary software, servers, cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply, commissioning and delivery of services.
- c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be in INDIAN RUPEES (INR) only. The tender is liable for rejection if the Price Bid contains conditional offers.
- e) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

5.5.3 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.6 Mode of Submission of Bids

- a) The Bids should be submitted strictly online through the web site <https://pudutenders.gov.in> The Bids should NOT be dropped in the Elections Department, Puducherry. The Bids will NOT be received personally.

5.7 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would-be supplemented after submission of Bids unless specifically asked by Elections Department, Puducherry.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

6.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 150 days from the date of opening of the Tender. However, Elections Department, Puducherry reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- a) not submitted in two parts as specified in the Tender
- b) received without the Letter of Authorisation
- c) received without EMD amount
- d) are found with suppression of details
- e) With incomplete information, subjective, conditional offers.
- f) submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- g) non-compliance of any of the clauses stipulated in the Tender
- h) lesser validity period

All responsive Bids will be considered for further evaluation. The decision of Elections Department, Puducherry will be final in this regard.

6.4 Clarifications by Elections Department, Puducherry .

- a) When deemed necessary, Elections Department, Puducherry may seek bonafide clarifications on any aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted.
- b) During the course of Technical Bid evaluation, Elections Department, Puducherry may seek additional information or historical documents for verification to facilitate decision making.
- c) In case, the Bidder has failed to comply with the requirements of Elections Department, Puducherry as stated above, such Bids may at the discretion of Elections Department, Puducherry shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, Elections Department, Puducherry shall have the right to reject the Bid and even after selection, will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.

- b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, Elections Department, Puducherry shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, Elections Department, Puducherry at its discretion may or may not consider such documents.
- d) The Tenderer calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.
- e) Correction/overwriting in the submission documents has to be attested

6.5.2 Technical Bid Evaluation

- a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) For those Bidders who have already worked or working with Elections Department, Puducherry their previous performance in Elections Department, Puducherry would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as

- Non responsiveness after getting the Work order
- Delay in supply, installation of the ordered items etc.
- Lack of communication about the delay in the work, etc.,
- Deficiency in service.

6.5.3. Price Bid Evaluation

- a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at Elections Department, Puducherry.
- b) The Price Bid evaluation will be conducted as stipulated in the bid submitted by the bidder. All the cost in the Price Bid will be added and evaluated.
- c) The Price Bid Format should not be changed or altered or tampered.
- d) The Price Bid Format should not contain any conditional offers or variation clauses if found, the Bids will be summarily rejected.
- e) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, Software, materials, tools/ techniques/ methodologies, training to the Officials on the Client side, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the delivery of service.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender document from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated

delivery period.

- g) The lowest cost as per the above evaluation will be considered as L1 cost. Elections Department, Puducherry will not be responsible for any errors committed in the Price Bid. Elections Department, Puducherry will negotiate with the lowest cost offered Bidder (L1 Bidder) for further reduction of the price.
- h) The bidder should quote for all the items mentioned in the tender document. Partial bid is not allowed. Failure to, submit the offer or partial offer will be liable for rejection of the bid itself.
- i) Bidder, who is selected after the Price Bid evaluation will be called as Successful Bidder.
- j) If there is a difference between words and figures, the amount quoted in the words will be taken.

6.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7 Award of Contract

- a) The quantity deficiency upon the necessity will be awarded to the L1 Bidder
- b) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

6.8 Elections Department, Puducherry reserves the right to:

- a) Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- b) Insist on quality / specification of materials/services delivered.
- c) To Modify, reduce or increase the quantity requirements to an extent of the tendered quantity.
- d) The Chief Electoral Officer reserves the rights to increase/decrease the number of Check posts depending upon the availability of network connectivity and the instructions of Election Commission of India.
- e) Elections Department, Puducherry reserves its right to withhold any amount for the deficiency in the service.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with Elections Department, Puducherry who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by Elections Department, Puducherry, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender, a Letter of Acceptance (LOA) will be issued to the Successful Bidder by the Elections Department, Puducherry.

7.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit(SD) equivalent to 5 (five) percent of the value of the order (Tender Amount), inclusive of EMD by way of Demand Draft in the name of The Chief Electoral Officer, Elections Department, Puducherry, payable at Puducherry or in the form of unconditional irrevocable Bank Guarantee, valid for a period, equivalent to the Contract period (150 days) from the date of acceptance of the tender on receipt of confirmation from Elections Department, Puducherry. The SD shall be paid to the Client within 3 days from the date of issue of Letter of Acceptance (LOA) by Elections Department, Puducherry. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of the work.

The Security Deposit will be refunded to the Successful Bidder only after successful completion of the work Order. The Security Deposit held by Elections Department, Puducherry till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.4 Execution of Contract

- a) The Successful Bidder should execute a Contract as per Appendix-1 with the client valid for a period of 6 months in the INR 20 non-judicial Stamp Paper purchased in Puducherry only in the name of the Bidder within 5 days from the date of Letter of Acceptance issued by Elections Department, Puducherry with such changes/modifications as may be indicated by the client at the time of execution on receipt of confirmation.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Elections Department, Puducherry. Elections Department, Puducherry reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Elections Department, Puducherry and Elections Department, Puducherry also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Work Order

After execution of the Contract and payment of Security Deposit, "Work Order" for the Provisioning of Tendered items will be issued to the Successful Bidder by the Elections Department, Puducherry. The supply and payment will be based on the Work Order(s) issued.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Work Order to the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of the contract period up to the satisfaction of Client. Such completion would be arrived based on the satisfactory delivery of services by the Successful Bidder as per the contract agreement and as per the Work Order issued by the Client.

7.8 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited by the Elections Department, Puducherry.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to Elections Department and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by Elections Department.

7.9 Termination of Contract**7.9.1 Termination for default**

- a) Elections Department, Puducherry may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Service Provider, terminate the contract in whole or part,
 - i) if the successful Bidder fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Elections Department, Puducherry ; or
 - ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - iii) if the Successful Bidder, in the judgment of Elections Department, Puducherry has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

7.9.2 Termination for Insolvency

Elections Department, Puducherry may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Elections Department.

7.9.3 Termination for Convenience

Elections Department, Puducherry may by written notice, with a notice period of 7 days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Elections Department's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

7.10 Execution of Work Order

The Successful Bidder should nominate and intimate Elections Department, Puducherry, a Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Single Point of Contact is fully familiarised with the Tender Conditions, Scope of Work and deliverables.

7.11 Other Conditions

- a) The final decision would be based on the technical specifications/capacity and pricing of the Bidder. Elections Department, Puducherry does not bind itself in selecting the bidder offering lowest prices.
- b) Elections Department, Puducherry reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of Elections Department, Puducherry for good and sufficient reasons.

7.12 Other Documents to be submitted:

Copy of EPF Registration or necessary Exemption Letter for Registration should be submitted in the Technical Bid.

7.13 Arbitration and Jurisdiction

Any claim, dispute or difference relating to or arising out of this agreement shall be referred to the arbitration of the Nani Palkhivala Arbitration Centre currently functioning at New No.22, Karpagambal Nagar, Mylapore, Chennai-600 004, which will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings then in force and applicable to the proceedings. In the event, if the parties desire to appoint three arbitrators, then while each of the parties shall appoint one Arbitrator, the Centre will appoint the third Arbitrator who shall act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties with respect to all such disputes. The arbitration shall take place in Chennai, Tamilnadu and the proceedings shall be in English. The arbitration award shall be final and binding the parties.

For further details contact:

Nani Palkhivala Arbitration Centre,
New No.22, Karpagambal Nagar,
Mylapore,
Chennai – 600 004.

Telephone : 044 – 2498 7145, 2498 7745, 2498 6697.

e-mail: nparbitration@gmail.com

website: www.nparbitration.in

8. Scope of Work

The Successful bidder has to undertake the Live web streaming (both audio & video) of events happening at the Check posts during the conduct of General Elections to Lok Sabha 2024 as mandated by the Election Commission of India, with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below:-

- a. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment of a MeitY empanelled tier 3 Data centre.
- b. Installation of IP based HD cameras embedded with SD Card, Modem, and internet connectivity as per the specifications in Appendix – 7 for use in the identified Check posts during the period of code of conduct till the completion of polling on the poll day with necessary man power to ensure web streaming the live video & recording of events at all Check-posts.
- c. Supply and installation of LED TV as per the specifications in Appendix-7 for viewing the live stream from the office of Chief Electoral Officer (CEO), the District Election Officers (DEOs), Assistant Returning Officers (AROs) of Mahe and Yanam regions during the period of code of conduct till the completion of polling on the poll day.
- d. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Check posts, on all the TV (s) for viewing in the Office of the CEO, DEOs and AROs of Mahe and Yanam regions.
- e. Establishment of the centralized Help desk in CEO's office with manpower to manage and fix the complaints/issues coming up from the Check posts regarding technical issues on viewing.
- f. Minimum two cameras to be installed in each check posts at the designated locations.
- g. Details of check posts, TV for viewing CCTV feeds & help desk are given in Annexure-8.

Technical Specifications

Task 1: Hosting of the web based streaming software:

The bidder is required to ensure the live streaming and recording of the events happened at the identified Check posts. In this regard, the bidder shall deploy suitably secured proved in web based software, that has the ability to record both audio and video with provision to support web based or application based live web streaming. The required server with necessary system software licenses, sufficient storage capacity and internet bandwidth, shall be provided. In a secured cloud environment the web based streaming software, shall be fine-tuned as per the guidelines of the nodal officer. This shall be applicable for polling day proceedings.

The Key features of the software shall be:

- a. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
- b. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
- c. During recording the name of check post and the region of the UT of Puducherry should be visible clearly in camera view.
- d. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
- e. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the Nodal Officer.

- f. The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following-Google Chrome, Internet Explorer, Mozilla Fire Fox and Apple Safari.
- g. The software shall provide video streaming URL with password protection to view district wise and checkpost wise videos which are streamed from the Check posts. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other Officers as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet. Further no video / audio should be shared to any person.
- h. The software shall include options for
 - i. Connectivity status of all the cameras from the check posts whether the stream in online/offline.
 - ii. Option for auto rotation of videos within District/ State level based on the type of user connected and options selected.
 - iii. Option for on-demand view of the checkpost wise video.
- i. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
- j. The software provided by the bidder should not be the free software or shareware available on the internet. During the recording, the User should be able to see the actual video that is being recorded.
- k. The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
- l. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
- m. Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn DVD disks and copy on Pen Drive on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
- n. The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
- o. The Video Streaming solution should be able to display multiple streams happening at the same time on each of the TV. It shall provide for the selection of any of the Check posts at any time during the period of code of conduct till poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs and AROs of Mahe and Yanam regions.
- p. The data should in no point be hosted outside India and bidder will not access the data unless authorized by the CEO/DEO.
- q. The video recording of the live webcasting at server shall be done as per the instructions of the Technical Officer / Nodal Officer concerned and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
- r. Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using IP camera embedded with SD Cards.

- s. After completion of poll proceedings on the poll day, the bidder should handover recordings of all the Check posts in External Hard disks in 2 numbers or more with necessary software for later retrieval and usage as necessary, within 4 days to the Elections Department, Puducherry.
- t. The Elections Department, Puducherry shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
- u. The Elections Department, Puducherry shall also ensure the safety of the equipment such as internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.

Task 2. Live Streaming and Recording of the events at Check posts

The list of all the Check posts from where live web streaming and recording of events happening at the checkpoints shall be shared with the bidder.

- a. Number of Locations for live streaming and Recording: 35 check posts (approximately, subject to change as per requirements) in the UT of Puducherry viz., Pondicherry, Karaikal, Mahe and Yanam regions.
- b. The bidder has to supply and install the IP based HD cameras as per the minimum specification provided in Appendix 7. If there exist any increase in the number of locations by the Elections Department, Puducherry, the bidder should have sufficient stock of cameras, accessories, softwares and other accessories and they shall be installed as per the rate quoted in the selected bid.
- c. The bidder has to provide the suitable modem, internet connectivity and power backup (if needed) on all locations of installation of cameras for the services rendered by the bidder.
- d. The bidder has to post suitable manpower with proper training on the usage of the web streaming software, using the camera and the internet connectivity on the during the days of live streaming of Check posts.
- e. The bidder is required to have at least two dry/trial runs of live streaming of Checkposts to satisfy the Client that their systems are in good working condition.
- f. The bidder shall also provide LED TV 43" with internet connectivity in the offices of ROs, DEOs & CEO to view the live feeds of the check posts activities smoothly.
- g. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the Nodal Officer, for the duration when the operations are running.
- h. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
- i. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
- j. After the event is over on polling day, the supplied IP cameras / LED TVs, Modem and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder on their own cost.
- k. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet/network bandwidth to accommodate the multiple video streaming.
- l. The video and audio should be live streamed via the cloud server and recording of the events at the checkpoints are to be done in the server.
- m. The bidder should arrange 10% additional equipments to be replaced if any equipment goes down.

- n. The video and audio quality shall be as per the technical specifications indicated in Appendix 7.
- o. The IP camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
- p. The IP camera should be so placed to cover the maximum possible area at the checkpoints. The light and glare should be minimum and should be capable of zooming in as per the requirements.

Task 3: Setting up a Help Desk & Deployment of Manpower

- a. Centralized Help Desk in the office of Chief Electoral Officer, DEO and AROs of Mahe and Yanam regions with necessary manpower shall assist all other locations to fix the issues that are coming up relating to this assignment. (1 manpower each for CEO, DEO and AROs of Mahe and Yanam regions)
- b. The help desk should be operational during the days of code of conduct till the Poll day. If there is a re-poll, it should continue till the end of the re-poll.
- c. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.
- d. The CVs of all the personnel, being deployed should be provided as per Appendix-4. Each of the personnel should have at least one of the following with him while in duty. — a Passport, a Driving License, PAN Card, Aadhar Card or other form of identity as specified by the Nodal Officer.
- e. The following details shall be provided by the bidder in the CVs-Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.
- f. There may be Police/Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
- g. The personnel shall be required to operate around day 24/7 from each of the Centre posted i.e., CEO, DEO and AROs at Mahe & Yanam regions.
- h. The personnel have to report for duty on day of commence of code of conduct till the completion of polling process on the polling day.
 - i. Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the region /at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
 - ii. Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
 - iii. Any other tasks found necessary for the successful live streaming of the videos.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

- a) An Inception Report within 1 week, from the start of the assignment. weekly Progress Reports consisting of
 - i) All works performed by the bidder.
 - ii) The Time Sheets/Attendance duly countersigned by the IT

Technical Nodal Officer of the CEO/DEOs/AROs of Mahe and Yanam regions.

- b) All Other Reports as required for the successful execution of this assignment. Day wise streaming report of each check-posts should be submitted to the Nodal Officer concerned.
- c) Development and Maintenance of an MIS for all reporting purpose
- d) Final Report within 2 weeks of closure of all activities stipulated in the contract.
- e) The reports may be submitted in hardcopy and in soft copy (through e-Mail/MIS/Shared Folder over Internet) to the officers concerned.(The Formats will be shared separately)
- f) The bidder after completion of the recording activities, all recorded data to be copied in External Hard disks and handover to the Officer concerned assigned by the CEO in this regard. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The Pen Drive(s) / HDD shall be provided by the bidder at his own cost.
- g) The bidder should arrange man power with vehicles for troubleshooting at their own cost, not depending the Elections Department vehicles.

Supply, Installation and Commissioning

- a) Delivery: The ordered items shall be delivered, installed and commissioned immediately from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Client.
- b) The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.
- c) After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain installation report from the Nodal Officer concerned.
- d) The details of the representatives responsible for attending the services at client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Elections Department, Puducherry.
- e) In the event of non-acceptance of the items delivered by the Elections Department, the Successful Bidder shall immediately report to Elections Department, Puducherry for suitable directions.
- f) If there is any cancellation of the event after issuing the work order, it will be intimated within 24Hours time in advance.
- g) The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity and actual used at the site and the same has to be attested by the Nodal Officer concerned.
- h) The Successful Bidder shall be liable and for responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.
- i) The server should be hosted in minimum Tier 3 Data center empanelled by MeitY, Gol

8.2 Milestones to be achieved by the Successful Bidder

S.N	Milestone	By Date
1.	Signing of Contract Agreement by the parties	Within 2 days of payment of Security Deposit
2.	Installation of Cameras at Check-posts to be functional from the date of announcement of Elections by the ECI	Installation should be Completed atleast five days before the announcement of Election Date by ECI
3.	Monitoring mechanism setup at control room (CEO Office)	Completed atleast three days before the announcement of Election Date by ECI
4.	Test run of surveillance (live streaming) of all Checkposts & Submission of test report to Nodal Officer	Two days before the announcement of Election Date by ECI
5.	CCTV surveillance of Check posts events start from the day of announcement of code of conduct till the closure of complete polling activities on the poll day.	From the date of announcement of the Elections by ECI
6.	Submission of all other project deliverables and final report.	Within 4 days after the completion of polling.

9. Release of Payment

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

a) Signing of Contract

- i. Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
- ii. Submission of Security Deposit in the form of Demand Draft or an irrevocable Bank Guarantee, for the Contract amount in the format (specify format) specified to the Client.
- iii. The following would be the Milestones and Payment

Sl. No.	Milestone	Approval	By Date
1.	Test run of surveillance (live streaming) of all Check posts and satisfactory Certificate obtained from the Nodal Officer concerned before two days of start of code of conduct	By CEO	25%
2.	Submission of all other project deliverables and final report	By CEO in support of certification by Nodal Officer of Web Casting	Remaining 75% after deducting penalties if any

9.2. There will be deduction of Payment for Milestones in the following Manner

- a. As provided under Service Level Agreement (SLA), deductions will be exercised from the contract value of each Check-post for the percentage of violation of SLA.
- b. No advance Payment will be made.
- c. 100% of the total cost will be paid by the Elections Department, Puducherry after deducting penalty if any and TDS as applicable within one month on the successful completion of the event and after duly certified by the Nodal Officer of web casting. Bills will be honoured within one month after submission along with all supporting documents in complete shape.
- d. Payment will be released based on the quantity used at the site and the same has to be attested by the Nodal Officer of web casting.
- e. Penalty amount, if any under penalty clause, will be adjusted in the payment due to the successful bidder.
- f. All taxes and other levies imposed by Governments in India will be deducted at actual as applicable.
- g. Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

10. Penalty Clause

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work.

The contract may be cancelled and penalty towards the damages, if any, may be recovered from the bidder in case of breach at the discretion of the Elections Department, Puducherry. The penalty does not cover disruption due to power.

A penalty will be levied as detailed below.

10.1 Penalty for the delay in the transmission of the data feed from the Check-posts:

The Successful Bidder shall ensure 100% uptime of the data feed from each identified Check-posts using the Web Streaming Software, during the period of live streaming of check post till the Polling day, failing which the following charges will be levied which will be deducted from the pending payments due to the bidder.

%	Penalty
90 % or more up time per check post	No penalties
Less than 90% per check post	2 times of the contract value quoted per Check-post

11. Service Level Agreement

Methodology for Payment Calculations:-

- (i) Payment will be calculated for each Check-posts for the purpose of live streaming & recording of Check-posts events from the date of commencement of code of conduct till the Poll day.
- (ii) The total streaming hours (in minutes) will be denoted as 'Ph' (i.e., time of commencement of live streaming from the starting day of code of conduct till the poll day) and actual streaming hours recorded in the server (in minutes) during the above said period will be denoted as 'Sh'.

Based on that, the percentage of payment will be calculated as follows :-

Ph = total streaming hours (in minutes)

Sh = actual streaming hours (in minutes)

Service Availability = $(Sh/Ph) \times 100$

12. Exit Clause

Before the end of the contract and within 4 days after the completion of the polling (poll day), the bidder has to hand over the following:

- a) The complete recording of the check-posts events of all check-posts in video/audio format in External Hard disks in 2 Nos. or more, with software to view the details as and when necessary.

Appendix – 1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Puducherry by the Successful Bidder for the Tender for live streaming and recording of events at Check posts in the UT of Puducherry for General Elections to Lok Sabha 2024) (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).

This Contract entered into this day of 2024 at Puducherry between The Chief Electoral Officer, Elections Department, Puducherry, being the service recipient hereinafter referred to as the Department, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. hereinafter referred to as the 'Successful Bidder' (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas The Chief Electoral Officer, Elections Department, Puducherry invited a tender vide Tender Ref. No.1/Elections/CEO/2024 for live streaming and recording of events at Check posts in the UT of Puducherry for General Elections to Lok Sabha 2024 and real time transmission of the same, the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas the Election Department, Puducherry and the Successful Bidder, in pursuance thereof have arrived at the following terms and conditions:

- a) This Contract shall remain in force during the Contract period of 6 months from the date of signing. The Department may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that breach on 5 days of written notice from the Department. Termination of this contract by the Department will not relieve the Successful Bidder of his liability as agreed.
- b) The Successful Bidder agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department. This cost is firm and not subject to enhancement.
- c) The Successful Bidder agrees to deliver the services as specified in the Tender within the stipulated period prescribed at the cost given in Appendix - 9. This cost is firm and not subject to enhancement.
- d) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of Elections Department.
- e) Force Majeure: Neither Election Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - (i) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - (ii) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - (iii) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

- (f) The web streaming of check post shall not be shared to any media / Persons.
- (g) The Tender documents in relation to this Tender issued for live streaming and recording of events at Check posts in the UT of Puducherry for General Elections to Lok Sabha 2024 shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

Payment Terms:

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

- i. Signing of Contract
- ii. Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
- iii. Submission of Security Deposit in the form of Demand Draft or an irrevocable Bank Guarantee, for the Contract amount in the format (specify format) specified to the Client.
- iv. The following would be the Milestones and Payment

Sl. No.	Milestone	Approval	By Date
1.	Test run of surveillance (live streaming) of all Check posts and satisfactory Certificate obtained from the Nodal Officer concerned before two days of start of code of conduct	By CEO	25%
2.	Submission of all other project deliverables and final report	By CEO in support of certification by Nodal Officer of Web Casting	Remaining 75% after deducting penalties if any

- v. As provided under Service Level Agreement (SLA), deductions will be exercised from the contract value of each Check-post for the percentage of violation of SLA.
- vi. No advance Payment will be made.
- vii. 100% of the total cost will be paid by the Elections Department, Puducherry after deducting penalty if any and TDS as applicable within one month on the successful completion of the event and after duly certified by the Nodal Officer of web casting. Bills will be honoured within one month after submission along with all supporting documents in complete shape.
- viii. Payment will be released based on the quantity used at the site and the same has to be attested by the Nodal Officer of web casting.
- ix. Penalty amount, if any under penalty clause, will be adjusted in the payment due to the successful bidder.

- x. All taxes and other levies imposed by Governments in India will be deducted at actual as applicable.
- xi. Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

Methodology for Payment Calculations:-

- (i) Payment will be calculated for each Check-posts for the purpose of live streaming & recording of Check-posts events from the date of commencement of code of conduct till the Poll day.
- (ii) The total streaming hours (in minutes) will be denoted as 'Ph' (i.e., time of commencement of live streaming from the starting day of code of conduct till the poll day) and actual streaming hours recorded in the server (in minutes) during the above said period will be denoted as 'Sh'.

Based on that, the percentage of payment will be calculated as follows :-

Ph = total streaming hours (in minutes)
 Sh = actual streaming hours (in minutes)
 Service Availability = (Sh/Ph) X 100

Penalty Clause:

Penalty for the delay in the transmission of the data feed from the Check-posts:

The Successful Bidder shall ensure 100% uptime of the data feed from each identified Check-posts using the Web Streaming Software, during the period of live streaming of check post till the Polling day, failing which the following charges will be levied which will be deducted from the pending payments due to the bidder.

%	Penalty
90 % or more up time per checkpost	No penalties
Less than 90% per check post	2 times of the contract value quoted per Check-post

Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To

The Chief Electoral Officer,
Elections Department,
Puducherry

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address)_____ having our Head Office at ____ (address) (hereinafter referred to as "The Bank") in favour of The Chief Electoral Officer, Elections Department, Puducherry (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs.____/-(Rupees Only) as per the request of M/s._____ having its office address at (hereinafter referred to as "Service Provider") against Letter of Acceptance reference dated / / of The Chief Electoral Officer, Elections Department, Puducherry . This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs. /-(Rupees Only) and the guarantee shall remain in full force up to _____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee. Therefore, we (Bankers address) , hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs. /- (Rupees Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs. /- (Rupees Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever rose by the Service Provider.

This Guarantee is valid until _____ months from the date of Bank Guarantee. Notwithstanding anything contained herein. Our liability under this guarantee shall not exceed Rs. /- (Rupees Only). This Bank Guarantee shall be valid up to 150 days from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this
at

Witness:

(Signature)

(Name in Block Letters)

Appendix-3 Format for Clarifications / Amendments**FORMAT FOR QUERIES ON TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS
FOR TECHNICAL SPECIFICATIONS:**

Sl. No.	Page No.	Item Name	Existing Specification as per Tender Document	Technical Parameter as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

Appendix 4 Bio data of Manpower

The CVs of all the personnel being deployed should be provided as per the format given below.

SI.No.	Description	Details to be provided
1	Name	
2	Date of Birth	
3	Permanent Address	
4	EPIC NO	
5	Mobile no.	
6	Educational Qualifications	
7	Experience	
8	Email Address	
9	Copies of ANY ONE OF THE Identity cards given below	
	Passport	
	Driving License	
	PAN Card	
	Aadhar Card	
	EPIC	
10	Address during the last 10 years	

Appendix-5 Non-Disclosure Agreement

To

The Chief Electoral Officer,
Elections Department,
Puducherry

Sir,

Sub: Non—Disclosure agreement.

Format will be provided by Elections Department, Puducherry, to the successful bidder later.

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

Appendix-6 Technical Bid**A.1.1. Check-list for Enclosures**

Sl.No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Online Payment of EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation /Power of Attorney for signing the Tender document	
5	Report on the Architecture design of the Network and the plan of execution of the project for live streaming & recording of events at all check-posts during the code of conduct period till Polling day	
Eligibility Criteria		
6	Certificate of Incorporation	
	Copy of Purchase/Work orders received on or after 01.01.2018 and Completion Certificate received from the Customers	
7	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2020-21, 2021-22, 2022-23) as a Proof for turnover	
8	Copies of Net worth Certificate for the period of last three years (2020-21, 2021-22, 2022-23)	
9	Copies of work orders and completion certificate executed 3 projects of live web streaming (web-based audio & video from multiple locations) in not less than 100 check post locations in any of Projects for General Elections to Lok Sabha / Assembly Elections, Civic Elections of any State, Any projects of Central/State Govt. during the last 3 years.	
10	Copy of MAF/Authorisation letter from the Cloud service provider to be submitted.	
10A	Copy of the valid Certificate with respect to ISO 27001:2011 or higher/ISO 9001:2008 or higher or both.	
11	The Bidder should have valid PAN and GST registration	
12	If the Bidder not having an Office in Puducherry, copy of the necessary Undertaking letter to open the Office in Puducherry within 15 days.	
13	Copy of the Letter of Undertaking as indicated in the tender document	
14	Technical Specifications Compliance Statement & Self Declaration Certificate of having physical stock atleast 50% of stock of the required specification at the time of bidding	

A 1.2 Profile of the Bidder

1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered Office Telegraphic Address	

	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact person Telephone Number Email Address	
5.	Name of Local Presence at Puducherry	
	Telegraphic Address	
	Office Telephone Number Fax Number	
	Contact Person Name Telephone Number Email Address	
6.	Registration Details Permanent Account Number and GST	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration Number and ESI Remittance details for the last 3 years	
9.	PF Registration No. and PF Remittance details for last 3 years.	

Important Note:

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

A 1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Details to be furnished with Proof/Page no. To be indicted with Flags
1	The Bidder should be a Company Registered in India under the Indian Companies Act 1956	
2	Bidder should have an average annual turnover of Rs.2 Crores and above, in the last three audited financial years	
	2020-21	
	2021-22	
	2022-23	
3	Copy of the Work order/Agreements and Completion certificate	
4	Copy of MAF/Authorisation letter from the Cloud service provider to be submitted.	
5	Copy of the valid Certificate with respect to ISO 27001:2011/ISO 9001:2008/both	
6	Copy of the Rental agreement of Land line telephone bills (or) If the Bidder is not having an Office in Puducherry, a necessary Undertaking letter open the Office in Puducherry within 15 days	
7	Self declaration certificate for not black listed by any Govt./Quasi Govt. agency	

8.	Report on the Architecture design of the Network and the plan of execution of the project for live streaming & recording of events at all check-posts during the code of conduct period till Polling day	
9.	Technical Specifications Compliance to SLA Statement & Self declaration certificate on availability of 50% physical stock at the time of bidding	

Declaration:

I/We agree that the offer shall remain open for acceptance for a minimum period of 150 days stipulated in the Tender or such other period prescribed by Elections Department, Puducherry from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

The EMD amount shall not bear any interest and shall be liable to be forfeited to Elections Department, Puducherry should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by Elections Department, Puducherry and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Appendix-7 Technical Specifications**Specifications for Camera:**

Sl. No	Details	Compliance Yes/No
1	<p>Suitable Camera That is capable of Meeting the SLA and with Minimum of</p> <ul style="list-style-type: none"> i. IP based HD cameras embedded with SD Card (facility of local recording of Audio and Video) ii. Minimum 3 mega pixel camera resolution iii. Night vision capability iv. Wide angle with 30 / 170 degrees coverage v. Capability of 10x zooming vi. Minimum illumination of .05 lux vii. Camera should support 16-4096 kbps code rate viii. Camera should support constant bit rate / <ul style="list-style-type: none"> a. variable frame rate of up to 30 fps ix. Image control: Backlight compression, Automatic white balance, 3D digital noise Reduction, x. The display to be supported is 1920*1080. xi. Camera shall support inbuilt capability for storage slot to recode the entire proceedings. xii. Power backup 	

A4. Specifications for 43” LED TV:

Sl. No	Descriptions	Compliance Yes/No
1	<p>43 inch display with floor stand for dais with The following accessories: Resolution Full HD, Sufficient Cables, HDMI Ports, At least 20Watt Speaker, Remote Control, Should come with Inbuilt Browser Or Computer / Laptop</p>	

A5. Specifications Internet Connectivity:

Sl. No	Descriptions	Compliance Yes/No
1	<p>Internet connectivity with minimum of 100 Mbps speed from a reputed service provider with good coverage at Check posts and meet the SLA</p>	

Appendix – 8 List of Infrastructure requirements to be provided by the bidder

During period of code of conduct and on the Polling day:

A) At Check posts:

Sl.No	Description	Nos. of checkposts
1	IP Cameras as per specifications given in Appendix-7. (Two Cameras are to be fixed at each post facing both directions)	Puducherry – 10 Karaikal – 9 Mahe – 6 Yanam – <u>10</u> Total – 35
2	Internet connectivity	

B) Infrastructure requirement at Offices of CEO, DEOs, and ARO's (Mahe & Yanam):

Sl.No	Description	Location & Quantity
1	LED TV 43”	Puducherry – 2
2	Internet connectivity of Sufficient Speed to Meet SLA	Karaikal – 1 Mahe – 1
3	Centralized Help Desk in the Office of the CEO, DEOs and AROs of Mahe & Yanam regions with manpower.	Yanam – <u>1</u> Total – 5

The List given above is indicative and subject to change based on field situation as per the requirement of the Elections Department, Puducherry.

Appendix - 9**Price Bid**

Tender Ref no. : 1/Elections/CEO/2024

Tender for Live Streaming and recording of events at all Check posts of the UT of Puducherry during the conduct of General Elections to Lok Sabha, 2024

Sl. No.	Item Description	Locations (Nos.) (A)	Unit Rate per day (Rs.) (B)	Value C=A * B	Tax GST Rs (D)	Total E=(C+D)
1.	CCTV surveillance (live Streaming and Recording) of the events at Check posts of all regions borders of the UT of Puducherry, to meet the SLA with the required Infrastructure. (Min. requirement will be 30 days, subject to change)	35 (approx. & subject to change)				
3.	Provision of LED TV 43" with internet connectivity at CEO's / DEO's / RO's at Mahe & Yanam region to view the events of all check posts in the UT of Puducherry (Min. requirement will be 30 days, subject to change)	5 (approx. & subject to change)				

(This is an approximate number. The payment would be made as per the exact number of Check posts covered under web streaming)

The above price bid is to be submitted online through the web site <https://pudutenders.gov.in>

Appendix – 10**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://pudutenders.gov.in>.

2. REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the e-Procurement Portal (URL: <https://pudutenders.gov.in>) by clicking on the link “Online bidder Enrolment” on the e-Procurement Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.), with their profile.
- v. Bidder then log-in to the site through the secured log-in by entering their user ID / password and the password of the Digital Signature Certificate.

3. SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, Organization Name, Location, Date, Value, etc.
- ii. Once the bidders selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- i. Bidder should take into account corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally they can be in PDF format. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document. Maximum size of the bid document shall not exceed 35 MB.

5. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer(SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Department's bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- v. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission acknowledgement which is downloadable/printable. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ONLINE PAYMENT OF EMD

The bidders have the option to make payment of EMD through the following modes:

- i) Internet Banking
- ii) NEFT/RTGS.

In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.

To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference(UTR) number in the e-Procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.

Bid submission can be done immediately when EMD/Tender fee is paid through "Internet Banking" mode when compared to NEFT/RTGS mode of payment.

During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

7. ASSISTANCE TO BIDDERS

For Training/clarification regarding online bid submission, contact e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Help-Line: (0413) 2220225

List of Banks available at present with the ICICI Bank-Payment Gateway

Sl. No	PARTICULARS
1	Allahabad Bank
2	Andhra Bank
3	Axis Bank
4	Bank of Bahrain and Kuwait
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	CSB Bank Ltd
13	DCB BANK Personal
14	Deutsche Bank
15	Dhanlaxmi Bank
16	Federal Bank
17	HDFC Bank Retail
18	ICICI Bank
19	IDFC First Bank
20	Indian Bank
21	Indian Overseas NetBanking
22	Indusind Bank
23	Jammu and Kashmir Bank
24	Karnataka Bank
25	Karur Vysya Bank
26	Kotak Mahindra Bank
27	Lakshmi Vilas
28	Oriental Bank Of Commerce
29	Punjab and Sind Bank
30	Punjab National Bank
31	RBL Bank Limited
32	Shamrao Vithal Co-op. Bank Ltd
33	South Indian Bank
34	Standard Chartered Bank
35	State Bank of India
36	Syndicate Bank
37	Tamilnad Mercantile Bank
38	UCO Bank
39	Union Bank of India
40	United Bank of India
41	Vijaya Bank
42	Yes Bank