



**GOVERNMENT OF PUDUCHERRY  
STATE ELECTION COMMISSION  
PUDUCHERRY**

**Tender for**  
**WEB STREAMING FOR CIVIC ELECTIONS, 2021**

Document No. SEC/ITC/004/2021

**Tender Document**

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**Acronyms used in the Document**

BG	Bank Guarantee
CC	Counting Centre
CP	Counting Process
DD	Demand Draft
DEO	District Electoral Officer
EMD	Earnest Money Deposit
ERO	Electoral Registration Officer
GST	Goods and Services Tax
HD	High Definition
INR	Indian Rupees
IP	Internet protocol
IT	Information Technology
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Intent
MeitY	Ministry of Electronics and Information Technology
PS	Polling Stations
RO	Returning Officer
SEC	State Election Commissioner
SPOC	Single Point of Contact
TDS	Tax Deduction at Source

## Letter of Undertaking

To  
The State Election Commissioner,  
State Election Commission, III Floor, Election Building,  
Villianure Main Road, Reddiarpalayam,  
Puducherry – 605 010.

Sir,

Sub: Undertaking for participating in State Election Commission,  
Puducherry - Tender for Web Streaming of Civic Elections 2021 - Reg.

Ref: Tender No.SEC/ITC/004/2021 dated \_\_/\_\_/2021

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 \_\_\_\_\_ have gone through the online Manuals in <https://pudutenders.gov.in/> and will abide by them.

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 Performance Security/ Security Deposit was not forfeited in 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 by us 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 Web Streaming for Civic Elections 2021. 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**

State Election Commission, Puducherry invites bids from the suitable bidders for the Tender towards the Web Streaming for Civic Elections 2021, in all 1631 polling booths situated in the four regions of the UT of Puducherry namely, 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 State Election Commission, Puducherry, concerned to complete the work required, up to their satisfaction.

### **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 (STATE ELECTION COMMISSION, 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 (State Election Commission, 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 Intent**

Letter of Intent means the Letter No. <Letter Number> <dated> issued by the State Election Commissioner, Government of Puducherry, to successful Bidder, accepting the Proposal.

**7. Letter of Acceptance**

“Letter of Acceptance” means the Letter No.<Letter Number> <dated> given by successful Bidder to the State Election Commissioner.

**8. Lowest Tender**

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

**9. Payment**

Means the amount payable by State Election Commission, Puducherry based on the tendered items as per the agreement.

**10. Period**

Means entire term of the Contract

**11. Purchaser**

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

**12. Successful Bidder**

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

## 2. Tender Schedule

### State Election Commission, Puducherry

1.	Tender inviting Authority, Designation and Address	The State Election Commissioner, State Election Commission, Puducherry, Puducherry
2	a) Name of the Work	Tender for Web Streaming for Civic Elections 2021
	b) Tender Reference	Tender Ref. No. SEC/ITC/004/2021, dated 04/09/2021
	c) Installation	At the Polling Stations and other identified locations throughout the Union Territory of Puducherry
3.	Tender Documents available place	Tender documents can be downloaded free of cost from the e-Tender portal <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a> .
4.	Earnest Money Deposit (EMD)	<b>Exempted vide</b> : as per Sl.No.2 of Finance Department I.D. Note /O.M.No.16016/FD/F3/2018 (Vol.II) Dt 04.06.2021 by Government of Puducherry
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 <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a>
6.	Pre-bid Meeting (Date, Time)	09/09/2021 @ 03.30. P.M.at State Election Commission, Puducherry.
7.	Last date and time for receipt of return queries from Bidders.	10/09/2021 upto 5.00 PM.
8.	Issue of Addendum / answers to queries to the Bidders	12/09/2021
9.	Deadline for Bid submission (Date, Time)	Upto 20/09/2021 3.00 PM through online portal <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a> .
10.	Opening of the Bids (Date & Time)	20/09/2021 4.00 PM at State Election Commission, Puducherry
11.	Decision on Technical Evaluation to be conveyed to Bidders.	21/09/2021
12.	Opening of Financial Bids of the Technically qualified Bidders.	22/09/2021
13.	Issue of Letter of Intent (LOI) to the successful Bidder	Will be intimated later
14.	Agreement signing with successful Bidder.	Will be intimated later
15.	Bid validity	120 days liable to be extended as per the request of State Election Commission, 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. 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(s) to familiarize himself/ themselves with the prevailing legal situations for the execution of contract. State Election Commission, 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 State Election Commission, 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 and 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 STATE ELECTION COMMISSION, 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 State Election Commission, Puducherry by letter or by Fax or by e-mail as per the Format prescribed in **Appendix - 3 to osd-sec.py@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 if necessary.

#### 3.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments, if any, will be notified in the website mentioned in the Tender Schedule. The Bidders periodically have to be checked for the amendments or corrigendum or information in the websites till the closing date of this Tender. STATE ELECTION COMMISSION, 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 issued by State Election Commission, Puducherry, within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, State Election Commission, Puducherry may amend the Tender document as per requirements or wherever State Election

- Commission, 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) State Election Commission, Puducherry, at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
  - g) State Election Commission, 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 State Election Commission, 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.

- d) Non conduct of polls in selected booths.
- e) Decision of State Election Commission on select booths to have no live recording.
- f) Postponing of Election date or Staggering of Poll Dates

#### 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.	Bidder should be a Company registered in India under the Companies Act 1956. Bidder should have been in the Information Technology / ICT enabled services / Telecommunication business /video recording Services/Internet Service Provider for 5 Years as on 30/06/2021	Copy of the Certificate of incorporation should be submitted. Copy of the work order / agreement dated on or after 01.06.2016 obtained from the customer for any IT Services should be submitted
2.	In case of Consortium of Bidders:  a) Consortium of Bidders is allowed with maximum of three partners  b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 5 years as on 30/06/2021  c) No partner of a Consortium should Bid individually or be a partner of another Consortium	a) All the Consortium partners individually should submit the Certificate of Incorporation.  b) A Consortium Agreement shall be entered among the partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
3.	Bidder or all the bidders together in the case of the consortium should have an average annual turnover of Rs.5.00 Crores and above, in the three audited financial years (2017-2018, 2018-2019 & 2019-2020).	a) Copies of the Audited balance sheet for the 3 financial years (2017-2018, 2018-2019 & 2019-2020) should be submitted. b) Certificate from the Chartered Accountant should be enclosed with positive net worth in the last two financial years of 2018-19 & 2019-2020.
4.	Bidder or the Consortium Partners, should have executed live web streaming(web based audio & video from multiple locations) in not less than 5,000 locations in India on behalf of State Election Commission/General Election or any other similar projects of Government departments / PSUs and Government Agencies during the last 5 years.	Copy of the work order or Agreements and Completion / Satisfactory Certificates from the customers should be submitted.
5.	The Bidder/ any of the Bidders in the case of consortium, should have valid Certificate	Valid copy of Certificate with respect to ISO 27001:2011 or higher /

	of ISO 27001:2011 or higher ISO9001:2008 or higher / both in his name	ISO9001:2008 or higher/both should be enclosed.
6.	The Prime 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 7 days of signing the agreement should be submitted.	Should be submitted
7.	The Prime Bidder or the Consortium Partners 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. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce original for verification as and when demanded by the State Election Commission, Puducherry, failing which, such of those documents will not be considered.
- b) The State Election Commission, Puducherry, reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

**Conditions of the Consortium of Bidders.**

- a) One of the Consortium partners from India shall be nominated as Prime Bidder. The Consortium Agreement in INR 100 non-judicial stamp paper should be entered among the partners. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Companies/parties to the Consortium. Board Resolution authorizing the signatories of the Tender and Consortium Agreement would be accepted.
- b) The Consortium Agreement shall be submitted in original in the Technical Bid. If the Bid from the Consortium becomes successful, the Consortium Agreement should be registered in Puducherry before execution of Contracts to make the contract legally valid and binding on all the partners.
- c) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the Consortium Agreement. The consortium agreement should indicate precisely the role of each partner of the consortium in respect of the contract.
- d) The Prime Bidder shall be authorized by the other Consortium partner to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.



- e) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be a partner of another Consortium. All such Bids will be subject to rejection.
- f) The prime bidder shall be responsible for bid and liable for any action.

## **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. State Election Commission, 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 free of cost from the website <https://pudutenders.gov.in> and the bids must be submitted only online. No physical copy of tender document will be accepted under any circumstances.

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

Exempted vide as per Sl.No.2 of Finance Department I.D. Note /O.M.No.16016/FD/F3/2018 (Vol.II) Dt 04.06.2021 by Government of Puducherry

### **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. The server time (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders

### **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 State Election Commission, 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 State Election Commission, 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 120 days from the date of opening of the Tender. However State Election Commission, 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) are found with suppression of details
- d) With incomplete information, subjective, conditional offers.
- e) submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- f) non-compliance of any of the clauses stipulated in the Tender
- g) lesser validity period

All responsive Bids will be considered for further evaluation. The decision of State Election Commission, Puducherry will be final in this regard.

### **6.4 Clarifications by State Election Commission, Puducherry.**

When deemed necessary, State Election Commission, 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. During the course of Technical Bid evaluation, State Election Commission, Puducherry may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of State Election Commission, Puducherry as stated above, such Bids may at the discretion of State Election Commission, 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, State Election Commission, 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 Performance Security/Security Deposit, 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, State Election Commission, 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, State Election Commission, Puducherry at its discretion may or may not consider such documents.
- d) The Tender 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 Tender 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) The sample if any submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidders.
- c) For those Bidders who have already worked or working with State Election Commission, Puducherry their previous performance in State Election Commission, Puducherry / Election 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

- a) Non responsiveness after getting the Purchase order
- b) Delay in supply, installation of the ordered items etc.
- c) Lack of communication about the delay in the work etc
- d) 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 State Election Commission, 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 otherwise 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, 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. State Election Commission, Puducherry will not be responsible for any errors committed in the Price Bid. State Election Commission, 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 Contract 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 State Election Commission, 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.
- d) The State Election Commissioner reserves the rights to increase / decrease the number of polling stations depending upon the availability of network connectivity.
- e) State Election Commission, 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 State Election Commission, 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 State Election Commission, Puducherry the Successful Bidder shall have no right to withdraw their tender or claim higher price.

### **7.2 Letter of Intent (LOI)**

After acceptance of the Tender, a Letter of Intent (LOI) will be issued to the Successful Bidder by the State Election Commission, Puducherry.

### **7.3 Letter of Acceptance (LOA)**

The successful Bidder after acceptance of the Letter of Acceptance (LOA) will give a Letter of Acceptance along with the Bid Security to the State Election Commissioner.

### **7.4 Payment of Performance Security**

The successful Bidder will be required to remit a Performance Security equivalent to 3 (Three) percent of the value of the order (Tender Amount) by way of Demand Draft in the name of The State Election Commissioner, State Election Commission, Puducherry, payable at Puducherry or in the form of unconditional irrevocable Bank Guarantee, valid for a period, equivalent to the Contract period from the date of acceptance of the tender on receipt of confirmation from State Election Commission, Puducherry. The Performance Security/ Security Deposit furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of the work.

The Performance Security will be refunded to the Successful Bidder only after successful completion of the work Order. The Performance Security held by State Election Commission, Puducherry till it is refunded to the Successful Bidder will not earn any interest thereof. The Performance Security 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.

### **7.5 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 7 days from the date of Letter of Acceptance issued by State Election Commission, 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 State Election Commission, Puducherry. State Election Commission, 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 Performance Security/ Security Deposit 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 State Election Commission, Puducherry also have the right to recover any consequential losses from the Successful Bidder.

#### **7.6 Release of Work Order**

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

#### **7.7 Release of Performance Security**

The Performance Security 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 Performance Security**

- a) If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the Performance Security/ Security Deposit will be forfeited by the Bidder.
- b) If the Successful Bidder fails to remit the Performance Security within the stipulated time, his tender will be treated null and void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the Performance Security mentioned above will also be forfeited by State Election Commission.



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

- a) State Election Commission, 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 State Election Commission, 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 State Election Commission, Puducherry has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of State Election Commission, Puducherry terminating the Contract in whole or in part, State Election Commission, Puducherry may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to State Election Commission, Puducherry for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

**7.9.2 Termination for Insolvency**

State Election Commission, 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 State Election Commission, Puducherry.

**7.9.3 Termination for Convenience**

State Election Commission, 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 State Election Commission'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 State Election Commission, 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 capacity and pricing of the Bidder. State Election Commission, Puducherry does not bind itself in selecting the bidder offering lowest prices.
- b) State Election Commission, 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 State Election Commission, 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**

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the State Election Commissioner, State Election Commission, Puducherry. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the State Election Commissioner, State Election Commission, Puducherry. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- d) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e) Subject to the above, the Courts at Puducherry alone only shall have jurisdiction in the matter.

## 8. Scope of Work

**The Poll may be conducted in a single day for the entire Puducherry state or may be held in phased manner.** The Successful bidder has to undertake the Live web streaming (both audio & video) of polling days event during the Civic Elections 2021 as mandated by the State Election Commission of Puducherry, 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 polling stations on the polling day with necessary man power to ensure web streaming the live video.
- c) Supply and installation of LED TV as per the specifications for use in the office of State Election Commissioner, Puducherry (SEC), the Returning Officer (RO), District Electoral Officer (DEO) as per Appendix - 8 on the polling day/s to operate them to view the live streaming.
- d) The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations, on all the TV (s) for viewing in the Office of the SEC, DEOs, and ROs.
- e) Training manual and training schedules at Puducherry, Karaikal, Mahe and Yanam region offices for the officials of the State Election Commission / DEO / ROs on the operation of the web streaming software.
- f) Establishment of the centralized Help desk in SEC's office with minimum number of seaters to manage and fix the complaints/issues coming up on the Polling days.

## Technical Specifications

### Task 1: Hosting of the web based streaming software:

The bidder is required to ensure the live streaming and recording of the conduct of the poll process at the identified polling stations. In this regard, the bidder shall deploy suitably secured proven 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 Municipalities / Commune Panchayats and Polling Station no. (PS No.) should be visible clearly in camera view.
- d) Further, it must be ensured 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 Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is a person provided by the bidder, who will use and operate the recording system and online application at the polling station).
- h) The software shall provide video streaming URL with password protection to view district wise, municipality, commune panchayat wise and polling station wise videos which are streamed from the polling stations. The software shall provide for secure data streaming over the internet, with viewing access only to the SEC, and such other Offices as authorized by the SEC 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.
- i) The software shall include options for
  - a. Connectivity status of all the cameras from the polling station whether the stream online/offline.
  - b. Option for auto rotation of videos within each Municipalities/Commune Panchayats/District/ State level based on the type of user connected and options selected.
  - c. Option for on-demand view of the polling station wise video.
- j) Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
- k) 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.
- l) 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.
- m) The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
- n) Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD, 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.
- o) 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.
- p) 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 polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the SEC, DEOs, ROs.
- q) The software shall list all polling stations with their respective webcast after collecting and updating the details.
- r) The data should in no point be hosted outside India and bidder will not access the

data unless authorized by the SEC/DEO.

- s) The video recording of the live webcasting at server shall be done as per the instructions of the Nodal Officer and shall not be stored in any form in any type of devices outside SEC's office after giving backup of all the videos to SEC's office. The bidder shall add the digital video watermark in the background of the streaming videos.
- t) 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.
- u) After completion of poll proceedings, the technical manpower appointed by the bidder has to remove the SD card from the camera and safely handover the same to the Presiding Officer or any other designated official. The video and audio data in the SD card shall be made available within 4 days to the State Election Commission, Puducherry in a Hard disk for later retrieval and usage as necessary.
- v) The State Election Commission, 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.
- w) The State Election Commission, 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.
- x) The bidder shall also provide application software which monitors the data feed from each Polling Station on the polling day based on which the performance status of the data feed, and the live streaming at the offices of the RO / DEO / SEC will be arrived on the Service Levels provided, to make payments and to levy penalties as indicated under penalty clause. This software should be vetted from SEC a week before deployment.
  - The bidder shall provide access to dashboard view for all locations, i.e. DEO, SEC & ROs which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each IP camera should be made available in the User view mode and this should be computed and displayed automatically.
- y) The Payment will be made based upon the report submitted by the IT Technical Nodal Officer of the ROs, countersigned by the Office of the DEO.

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

The list of all the polling stations from where live web streaming of poll proceedings will happen shall be shared with the bidder.

- a) Number of Locations for Video & Audio Recording: (1631 polling stations)
- b) Additional IP Camera embedded with SD Card is to be installed at the Sensitive Booths. The List of Sensitive Booths will be provided by the State Election Commission, Puducherry.
- c) The bidder has to supply and install the IP based web cameras (with SD Cards), as per the minimum specification provided in Appendix - 7
- d) The bidder has to provide the suitable modem and internet connectivity on all locations of installation of cameras for the services rendered by the bidder.
- e) 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 day of polling and also during trial runs.

- f) The bidder is required to have at least two dry/trial runs for polling, to satisfy the Client that their systems are in good working condition.
- g) In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder. This will not entail additional financial commitment.
- h) The bidder shall also provide the following, in the offices of ROs, DEOs, SEC to view the live feeds of the polling day activities smoothly by providing LED TV 43" and above.
- i) 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.
- j) The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by SEC to receive the same.
- k) The recorded material shall be the exclusive property of the SEC and neither the bidder nor any other party will be entitled to utilize the same.
- l) 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.
- m) 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.
- n) The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer), in an excel / CSV format, to the bidder, a few hours before the start of the election process for communication purposes.
- o) The video and audio should be live streamed via the server. The bidder should deploy the required manpower resources on the day of polling.
- p) Help desk regulation and regarding escalation matrix to be provided by the bidder and the client.
- q) The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event at O/o. SEC, DEOs & ROs.
- r) Number of Days required for recording at each location: 1 day [References to Day means 24 hours or part thereof].
- s) The bidder should arrange 10% additional equipments to be replaced if any equipment goes down.
- t) The video and audio quality shall be as per the technical specifications indicated in Appendix - 7.
- u) The IP camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
- v) The IP camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements.

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

- a) Centralized Help Desk in Office of State Election Commissioner, DEO and ROs with necessary manpower under the Control of the IT Technical Nodal Officer of the ROs.
- b) Team with required manpower in the Help Desk shall be located in State Election Commission, Puducherry and shall assist all other locations to fix the issues that are coming up relating to this assignment. (1 manpower for RO (each) and 1 manpower for DEO)

- c) The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue till the end of the re poll.
- d) 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. They should not have any political leaning.
- e) The CVs of all the personnel, being deployed should be provided as per Appendix - 4. Each of the personnel should have at least two of the following with him while in duty. —
  - a) Passport, b) Driving License c) PAN Card, d) Aadhar Card or other form of identity as specified by the Nodal Officer.
- f) 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.
- g) 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.
- h) The personnel shall be required to operate around day of polling process from each of the Centre posted, in each of the Municipality / Commune Panchayat.
- i) The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed.
  - 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.
  - iv. The State Election Commission, Puducherry will issue election duty certificate (EDC) or Postal Ballot to the manpower posted (if belongs to Puducherry) in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

#### **Task 4. Development of Training Material**

- a) A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
  - I. For operating the web streaming Software/Cameras etc.
  - II. For Post event operation of the Video Surveillance footage.
- b) The Training Material should be in the following formats:
  - I. Documentation: Text based training material in the form of documents showing pictures/images and text of How-To, Help Guides, etc.

- II. Multimedia: Audio and Video content including animations, videos etc. for the above. Manuals on How to Video shall also be made available.
- c) The training material shall be placed in a secure location on the Internet, for access only by the authorized users. It shall also be available offline in PEN Drive/CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

**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 ROs.
- b) All Other Reports as required for the successful execution of this assignment.
- 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 data to be arranged on the Pen Drive / Hard disks and handover to the Presiding Officer or any other designated officer on the day itself (polling) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The 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 State Election Commission vehicles.

**Supply, Installation and Commissioning**

- a) Delivery: The ordered items shall be delivered, installed and commissioned within one week from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Client.
- 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 signed Delivery Challan in the specified format (Enter format).



- 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 State Election Commission, Puducherry.
- e) In the event of non-acceptance of the items delivered by the State Election Commission, the Successful Bidder shall immediately report to State Election Commission, 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 IT Technical Nodal Officer of the Ro 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**

<b>S.N</b>	<b>Milestone</b>	<b>By Date</b>
<b>1.</b>	Submission of Project Plan	<b>P-15</b>
<b>2.</b>	Inception Report Submission to Nodal Officer	<b>P-12</b>
<b>3.</b>	Training material	<b>P-10</b>
<b>4.</b>	Monitoring mechanism setup at control rooms	<b>P-5</b>
<b>5.</b>	First Trial run and satisfactory Certificate before poll day.	<b>P-4</b>
<b>6.</b>	Test run of polling stations	<b>P-3</b>
<b>7.</b>	Submission of test report to Nodal Officer	<b>P-2</b>
<b>8.</b>	Camera Live on Previous Day of the Polling- Second Trail run to record arrival of the polling Team	<b>P-1</b>
<b>9.</b>	Live webcasting of polling day event from one hour prior to the start of the poll upto closure of complete polling activities.	<b>P</b>
<b>10.</b>	Submission of all other project deliverables and final report.	<b>Within 4 days after the completion of final poll.</b>

**\*P – Polling Day**

## 9. Release of Payment

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

- a) Signing of Contract
- b) Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
- c) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client.
- d) The following would be the Milestones and Payment

Sl. No.	Milestone	Approval	By Date
1.	Two Trial runs and satisfactory Certificate before two days of poll day	By SEC	25%
2.	Deliverables upto Poll day Task 1, 2, 3 & 4 (Eligible on for Last Polling Scheduled Date Excluding re-poll if any)	By SEC	25 %
3.	Submission of all other project deliverables and final report	By SEC in support of certification by Nodal Officer	Remaining 50% after deducting penalties if any

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

For each % violation in the Service Level Agreements set forth, 2 times the equivalent % deduction in contract value will be exercised.

9.2 No advance Payment will be made.

9.3 100% of the total cost will be paid by the State Election Commission, 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. Bills will be honoured within one month after submission along with all supporting documents in complete shape.

9.4 Payment will be released based on the quantity used at the site and the same has to be attested by the Nodal Officer.

9.5 Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

9.6 All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

9.7 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 Section 11 of this tender document. For each % violation in the Service Level Agreements set forth, two times the equivalent % of deduction in the contract value will be exercised

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 State Election Commission, 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 Polling Station:**

The Successful Bidder shall ensure 90% uptime of the data fed from each identified polling station using the Web Streaming Software, during 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	No penalties
Less than 90%	2 times of the contract value per Polling station

## **11. Service Level Agreement**

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

SERVICE AVAILABILITY	Deduction from Total Cost
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
80% to 94.9%	50%
Below 80%	100%

### **Methodology for Payment Calculations:-**

(i) Payment will be calculated for each polling station for the purpose of polling. The entire polling period will be denoted as 'Ph' and actual streaming hours/minutes will be denoted as 'Sh'. Based on that, the percentage of payment will be calculated as follows:-

Ph = actual polling hours/minutes

Sh= actual streaming hours/minutes

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

## **12. Responsibilities of the stake holders**

### a) Responsibilities of the Successful Bidder:

- I. Prepare a Project Plan in Consultation with the Nodal officer.
- II. Enter into Contract with the SEC.
- III. Mobilization of personnel to take up the work.
- IV. Deliver the services & deliverables as per the contract terms & conditions.
- V. Give the demonstration of the solution to the nodal officer within 5 days from the date of signing of the contract.
- VI. Conduct of trial runs to see that the web streaming from the identified locations goes thro' smoothly without any bottlenecks and rectification of the same where necessary.
- VII. Conduct of live run to see that the web streaming from the identified locations goes thro' smoothly without any bottlenecks on the days of polling.
- VIII. Provide all the Municipality/ Commune Panchayatwise and polling station centre-wise log details of live video streams with down time/uptime.
- IX. On completion of the Election Process, Handing over of the transmitted data to the Client (SEC office) along with SD card and software in a suitable back up devise to view the same as and when required.
- X. Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
- XI. Provision of internet connectivity at control centres at the Offices of R.Os, DEOs and the SEC.
- XII. Facilitate the bidder to ensure that the internet service provider extends the good support in the performance of the connectivity during the elections process.

### b) Responsibilities of the State Election Commission, Puducherry.

- I. Issue of Work order and signing of contract agreement with the successful bidder.
- II. Appoint a nodal officer a dedicated person as a single point of contact to monitor the project.
- III. Listing of sites namely polling stations as applicable.
- IV. Provide basic details and web link details for webcasting
- V. Conducting the acceptance testing one day in advance for the system prior to Polling day.
- VI. Ensure the safety and security of the internet connectivity and HD cameras delivered by the bidders at the respective locations
- VII. Provision of power, furniture, security and other resources to the bidder, towards the operation of the HD cameras to transmit the web streaming data on the scheduled dates.
- VIII. Addressing letters to District Collectors across Puducherry with appropriate instructions.
- IX. Co-ordination with District Collectors across Puducherry for the implementation of the project.

- X. Facilitating the issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
- XI. Help the bidder during the conduct of the trial and actual runs
- XII. Release of payments as per the satisfactory completion of the work.

**13. Exit Clause**

Before the end of the contract and after the completion of the polling day events within 4 days in each case, the bidder has to hand over the following:

The complete recording of polling day events in video/audio format in HDD of sufficient capacity 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 Web Streaming for Civic Elections2021) (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 2021 at Puducherry between State Election Commission, 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 State Election Commission, State Election Commission, Puducherry invited a tender vide Tender Ref. No. /Elections/2021 for Web Streaming and recording of the poll proceedings for Civic Elections2021 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 State 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 SEC 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 SEC. 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 State Election Commission.
- e) Force Majeure: Neither State Election Commission 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:
  - f) Natural phenomena including but not limited to earthquakes, floods and epidemics.
  - g) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
  - h) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
  - i) Non holding of Polls in selected booths and
  - j) Decision of State Election Commission not to have live recording.

- k) The Tender documents in relation to this Tender issued for Web Streaming for Civic Elections 2021 shall be deemed to form and be read and construed as part of this Agreement.
- l) 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.
- m) 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.
- n) Payment Terms:

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

- I. Signing of the Contract
- II. Signing of the Non Disclosure Agreement (Appendix - 5) by all the persons involved in the assignment
- III. Submission of an irrevocable Bank Guarantee of the Performance Security amount in the format (Appendix - 2) specified to the Client.

The following would be the Milestones and Payment:

Sl. No.	Milestone	Approval	By Date
1.	Two Trial runs and satisfactory Certificate before two days of poll day	By SEC	25%
2.	Polling Day Deliverables Task 1 Task 2 & Task 4	By SEC	25 %
3.	Submission of all other project deliverables and final report	By SEC in support of certification by Nodal Officer of Web Casting	Remaining 50% after deducting penalties if any

6.2 No advance Payment will be made.

6.3 100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user. Bills will be honoured within one month after submission along with all supporting documents in complete shape.

6.4 Payment will be released based on the quantity used at the site and the same to be attested by the end user.

6.5 Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

6.6 All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

6.7 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.

**7) Penalty Clause:**

**7.1 Penalty for the failure / delay in the transmission of the data feed from the Polling Station:** 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.

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

SERVICE AVAILABILITY	Deduction from Total Cost
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
80% to 94.9%	50%
Below 80%	100%

Methodology for Payment Calculations:-

(i) Payment will be calculated for each polling station for the purpose of polling. The entire polling period will be denoted as 'Ph' and actual streaming hours/minutes will be denoted as 'Sh'. Based on that, the percentage of payment will be calculated as follows :-

Ph = actual polling hours/minutes

Sh = actual streaming hours /minutes

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

**Appendix - 2 Bank Guarantee Format**

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

To

The State Election Commissioner,  
State Election Commission,  
Puducherry

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name &amp; Address)

Having our Head Office at (address) (hereinafter referred to as

"The Bank") in favour of The State Election Commissioner, State Election Commission, 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 Intent reference dated / / of The State Election Commissioner, State Election Commission, 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 \_\_\_\_\_ months 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 I 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 OTHER 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.

Sl.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 No	
	Driving License No	
	PAN Card No.	
	Aadhar Card No.	
10	Address during the last 10 years	

**Appendix - 5 Non-Disclosure Agreement**

The Successful bidder should sign a Non-Disclosure Agreement to be provided by State Election Commissioner, State Election Commission, Puducherry.

## 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	Two part Bid submission	
3	Letter of Authorisation /Power of Attorney for signing the Tender document	
4	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day	
<b>Eligibility Criteria</b>		
5	Certificate of Incorporation	
	Copy of Purchase/Work orders received on or after 01.01.2016 and Completion Certificate received from the Customers	
6	Original Consortium agreements	
7	Copies of Balance sheet and Profit & Loss Account for the 3 Audited Financial Years (2017-2018, 2018-2019, 2019-2020) as a Proof for turnover	
8	Copies of Net worth Certificate for the period of last two years	
9	Bidder or the Consortium Partners, should have executed live web streaming (web based audio & video from multiple locations) in not less than 5,000 locations in India on behalf of State Election Commission/General Election or any other similar projects of Government departments / PSUs and Government Agencies during the last 5 years.	
10	Copy of the valid Certificate with respect to ISO 27001:2011 or higher/ISO 9001:2008 or higher or both,	
11	If the Prime Bidder not having an Office in Puducherry, copy of the necessary Undertaking letter to open the Office in Puducherry within 7 days.	
12	Copy of the Letter of Undertaking as indicated in the tender document	
13	Technical Specifications Compliance Statement	

### 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 Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact person Telephone Number	
	Email Address	



5.	Name of Local Presence at Puducherry	
	Office Address	
	Office Telephone Number Fax Number	
	Contact Person Name Telephone Number Email Address	
6.	Registration Details	
	Permanent Account Number GST Registration Number	
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.	
10.	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST).	

**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	a) Consortium of Bidders is allowed with maximum three partners.	
	b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 5 years	
	c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	
3	Bidder or all the bidders together in the case of the consortium should have an average annual turnover of Rs.5 Crores and above, in the last three audited financial years	
	2017-2018	
	2018-2019	
	2019-2020	
4	Copy of the Work order/Agreements and Completion certificate	
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 Prime Bidder is not having an Office in Puducherry, a necessary Undertaking letter open the Office in Puducherry within 7 days	
7	Self declaration certificate for black listing	
8	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day	
9.	Technical Specifications Compliance to SLA Statement	

## Declaration:

I/We agree that the offer shall remain open for acceptance for a minimum period of 120 days stipulated in the Tender or such other period prescribed by State Election Commission, 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.

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	Suitable Camera That is capable of Meeting the SLA and with Minimum of <ol style="list-style-type: none"> <li>1) IP based Camera</li> <li>2) Facility of local recording of Audio and Video</li> <li>3) Minimum 3 mega pixel camera resolution</li> <li>4) Night vision capability</li> <li>5) Wide angle with 30 / 170 degrees coverage</li> <li>6) Capability of 10x zooming</li> <li>7) Minimum illumination of .05 lux</li> <li>8) Camera should support 16-4096 kbps code rate</li> <li>9) Camera should support constant bit rate /</li> <li>10) variable frame rate of up to 30 fps</li> <li>11) Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,</li> <li>12) The display to be supported is 1920*1080</li> <li>13) Camera shall support inbuilt capability for storage slot to record the entire proceedings</li> </ol>	

#### A4. Specifications for 43" and above LED TV:

Sl. No	Descriptions	Compliance Yes/No
1	Minimum 43 inch and above 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 remote control Inbuilt Browser Or Computer	

#### A5 Specifications Internet Connectivity:

Sl. No	Descriptions	Compliance Yes/No
1	Internet connectivity of Sufficient Speed to Meet SLA	

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

During Polling:

**A) At Polling station:**

Sl.No	Description	QTY
1	IP Cameras as per specifications	1631
2	Internet connectivity of Sufficient Speed to Meet SLA	

**B) At SEC, DEO, and RO/office:**

Sl.No	Description	Qty
1	LED TV 43 " and above	20
2	Internet connectivity of Sufficient Speed to Meet SLA	

The List of Polling Booths is available in the official web site of the State Election Commission, Puducherry

<https://sec.py.gov.in>

The above list is subject to change as per the Direction of SEC.

**Appendix – 9 - Price Bid**

Tender Ref no. : SEC/ITC/004/2021

Tender for Web Streaming for Civic Elections2021

Sl. No.	Item Description	Locations (Nos.) (A)	Unit Rate (Rs.) (B)	Value C=A * B	GST (18%) Rs (D)	Total E = (C+D)
	During Polling					
1.	Live Streaming and Recording of the Poll proceedings at Polling Stations to meet the SLA with the required Infrastructure viz., IP Camera embedded with SD Card, Modem, Broad Band Connectivity etc.	1631				
2.	Provision of LED TV 43" and above at SEC's / DEO's / RO's Office during polling	20				

- The Quantity and other requirement has been specified in Chapter 8 has to be set up for Pre-Poling, Polling activities. Payment will be made on unit rates based on actual successful Poling and Dissemination Centers.
- This is an approximate number. The payment would be made as per the exact number of polling stations 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. ASSISTANCE TO BIDDERS**

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