

# कार्यालय : मुख्य निर्वाचन अधिकारी, उत्तराखण्ड

विश्वकर्मा भवन प्रथम तल, 4 सुभाष रोड़ सचिवालय परिसर, देहरादून-24800

email id election09@gmail.com फोन न० (0135) – 2713760, 2713551 फैक्स न० (0135) –2713724

संख्या: 22 /XXV- 25 /2023 देहरादून दिनांक 02 जनवरी, 2024

## NATIONAL INVITATION OF BID (NIB)

Under the provision of Uttarakhand Procurement Rules 2017 (as amended from time to time) Sealed Single Stage Two-envelopes unconditional online Bids are invited on Uttarakhand E-Procurement website [https:// uktenders.gov.in](https://uktenders.gov.in) by Chief Electoral Officer, Uttarakhand to the interested bidders for the selection of vendor for the services as mentioned in table below.


Name of Service	Tender Fee	Zone	District	Tentative No of Polling booth for Webcasting	Bid Security of respective Zone (in Rs.)	Mode of Payment of Bid Security (EMD)
Providing Services of Web Casting (Audio, Video, Record, Viewing and Other Services) on the Poll Day for Lok Sabha Election-2024 at Polling Stations across the State of Uttarakhand - Zone I to Zone V (upstreaming services and other services including Web camera, / Technical personnel and all resources as per scope of work)	Total Bid fee is INR 1000/- including GST as applicable irrespective of number of packages applied. Either through Demand Draft or Bankers Cheque in favor of Chief Electoral Officer, Uttarakhand payable at Dehradun	I	Dehradun & Uttarkashi	1212	75000	Demand Draft /FDR/TDR in favor of Chief Electoral Officer, Uttarakhand payable at Dehradun for each Zone separately
		II	Haridwar & Tehri	1338	90000	
		III	Pauri, Chamoli & Rudraprayag	950	70000	
		IV	Almora, Bageshwar, Pithoragarh & Champawat	1128	75000	
		V	Nainital & US Nagar	1237	75000	

Note – EMD will be paid Zone wise separately in the form of Demand Draft/FDR/TDR with single covering letter mentioning the zones applied. The interested and technically component bidder may apply for a single zone or select zones from five zones or all the zones as per the technical criteria.

The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, specifications, delivery schedule, etc. can be seen and downloaded from the website [https:// uktenders.gov.in](https://uktenders.gov.in) or <https://ceo.uk.gov.in>

The important dates/deadlines for tender are as follows-

Stage of Procurement	Date	Time
Date of Publication on <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>	3 <sup>rd</sup> January 2024	15:00 Hrs.
Pre-Bid meeting date and time	10 <sup>th</sup> January 2024	11:00 Hrs.
Bid submission start date on <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>	11 <sup>th</sup> January 2024	11:00 Hrs.
Last Date & Time of submission of Bid on <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>	23 <sup>rd</sup> January 2024	12:00 Noon
Due Date of Opening of Technical Bid	23 <sup>rd</sup> January 2024	15:00 Hrs
Due Date of Opening of Financial Bid	To be notified later	

  
(Dr. V. Shanmugam)  
Chief Electoral Officer,  
Uttarakhand.

## National Invitation of Bid

Under the Provision laid down under Uttarakhand Procurement Rules 2017 (as amended from time to time) Sealed Single Stage Two-envelopes unconditional online Bids are invited on Uttarakhand E-Procurement *website/portal* [https:// uktenders.gov.in/](https://uktenders.gov.in/) by *Chief Electoral Officer, Uttarakhand* for the selection of vendor for the services as mentioned in table below.

Name of Service	Tender Fee	Zone	District	Tentative No of Polling booth for Webcasting	Bid Security of respective Zone	Mode of Payment of Bid Security (EMD)
Providing Services of Web Casting (Audio, Video, Record, Viewing and Other Services) on the Poll Day for Lok Sabha election 2024 at Polling Stations across the State of Uttarakhand - Zone I to Zone-V  (upstreaming services and other services including Web camera, / Technical personnel and all resources as per scope of work)	Total Bid fee is INR 1000 including GST as applicable irrespective of number of packages applied. Through Demand Draft or Bankers Cheque <i>Chief Electoral Officer, Uttarakhand</i>	I	Dehradun & Uttarkashi	1212	75000	Demand Draft/FDR/TDR in favor of <i>Chief Electoral Officer, Uttarakhand payable at Dehradun for each Zone separately</i>
		II	Haridwar & Tehri	1338	90000	
		III	Pauri, Chamoli & Rudraprayag	950	70000	
		IV	Almora, Bageshwar, Pithoragarh & Champawat	1128	75000	
		V	Nainital & US Nagar	1237	75000	

Note – EMD will be paid Zone Wise in the form of Demand Draft/FDR/TDR with single covering letter mentioning the zones applied. The interested and technically component bidder may apply for a single zone or select any zones from five zones or all the zones as per the technical criteria.

The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website [https:// uktenders.gov.in](https://uktenders.gov.in) and Website, of Office of Chief Electoral officer, Uttarakhand <https://ceo.uk.gov.in>.

Stage of Procurement	Date	Time
Date of Publication on WWW.uktenders.gov.in	3 <sup>rd</sup> January 2024	15:00 Hrs.
Pre-Bid meeting date and time	10 <sup>th</sup> January 2024	11:00 Hrs.
Bid submission start date on WWW.uktenders.gov.in	11 <sup>th</sup> January 2024	11:00Hrs
Last date and time of Submission of Bid on WWW.uktenders.gov.in	23 <sup>rd</sup> January 2024	12:00Noon
Due date of Technical Bid opening	23 <sup>rd</sup> January 2024	15:00Hrs
Due date of Financial. Bid opening	To be notified later	

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<b>SECTION-I</b>		
<b>BID DATA SHEET (BDS)</b>		
1	Reference No of Bids	No. /XXV - 25 / 2023 Dehradun, January 2024
	Name of Tender	<b>Tender for Providing Services of Web Casting (Audio, Video, Record, Viewing and Other Services) on the Poll Day for Lok Sabha election 2024 at Polling Stations across the State of Uttarakhand - Zone I to Zone-V(upstreaming services and other services including Web camera, / Technical personnel and all resources as per scope of work)</b>
2	Name & Address of officer as the Tender Inviting Authority (TIA) and for clarification purposes	Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat ,Subash Road, Dehradun-248001 Uttarakhand
a	Name of Nodal Officer	Mr. Mastu Das
b	Designation	Asst. Chief Electoral Officer Uttarakhand
c	Contact No.	0135-2713551 & 2713724
d	E- Mail Id.	election09@gmail.com
e	Placing Work Order	Office of Chief Electoral Officer, Uttarakhand
f	Payment authority Office	Chief Electoral Officer, Uttarakhand
3	Subject Matter of Procurement	<b>Tender for Providing Services of Web Casting (Audio, Video, Record, Viewing and Other Services) on the Poll Day for Lok Sabha election 2024 at Polling Stations across the State of Uttarakhand - Zone I to Zone-V(upstreaming services and other services including Web camera, / Technical personnel and all resources as per scope of work)</b>
4	FOR Destination	District Election Officer/District Magistrate All Districts, (Uttarakhand); Polling Station as decided by Chief Electoral Officer, Uttarakhand based on DEO Proposal
5	Joint Venture /Consortium	Allowed
6	Bid Procedure	Single Stage Two Envelopes Bidding (Two Parts) National Open Competitive Bid procedure
7	Websites for downloading Bidding Document,	Websites: <a href="https://uktenders.gov.in/">https:// uktenders.gov.in/</a> and <a href="https://ceo.uk.gov.in">https://ceo.uk.gov.in</a>
8	Bid Fee	INR 1000 inclusive of all taxes payable either through Banker's Cheque or Bank Draft from a Scheduled Commercial Bank in favor of ' <b>Chief Electoral Officer , Uttarakhand</b> ' payable at Dehradun
9	Bid Security* and Mode of Payment	Rs. 75,000/ (Rupees Seventy-Five Thousand Only) for Zone-I Rs. 90,000/- (Rupees Ninety thousand Only) for Zone-II Rs. 70,000/ (Rupees Seventy Thousand Only) for Zone-III

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		Rs. 75,000/ (Rupees Seventy-Five Thousand Only) for Zone-IV Rs. 75,000/ (Rupees Seventy-Five Thousand Only) for Zone- <b><i>Demand Draft/FDR/ TDR in favor of Chief Electoral Officer, Uttarakhand payable at Dehradun by Scheduled Commercial Bank through either of the financial instrument</i></b>  <b><i>Note – Bid Security amount as per mentioned in this document along with single covering letter mentioning Bid details with original copy of FDR/TDR/DD in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document.to be submitted before the last date and time of bid submission on E Procurements Portal shall be submitted with a validity of 30 days beyond the original or extended validity period of bid</i></b>
10	Date/ Time/ Place of Pre-bid Meeting	10 <sup>th</sup> January 2024 at 1100 hrs. Office of Chief Electoral Officer, Uttarakhand, First Floor, Vishwakarma Bhawan , Uttarakhand Secretariat , Subash Road, Dehradun-248001 Uttarakhand
b	Date and time for submission of Pre-Bid Queries	9 <sup>th</sup> January 2024 till 1700 Hrs., the queries are to be mailed to following e-mail id in both Pdf and Excel sheet. E-Mail Id- <a href="mailto:election09@gmail.com">election09@gmail.com</a>
<b>11</b>	<b>Period of downloading of Bidding Document through E- Procurement (Start/ End Date)</b>	
a	Start Date	3 <sup>rd</sup> January 2024 from 1300 Hrs.
b	End Date	23 <sup>rd</sup> January 2024 till 100Hrs
<b>12</b>	<b>Date of submission of Documents by uploading of documents on E-Procurement Portal</b>	
a	Start Date	11 <sup>th</sup> January 2024 from 1100Hrs
b	End Date	23 <sup>rd</sup> January 2024 till 12:00Noon
<b>13</b>	<b>Submission of Documents in Original and Physical Form</b>	
a	Date of submission of documents	23 <sup>rd</sup> January 2024 till 1300 Hrs.
b	Place of Submission of documents	Office of Chief Electoral Officer, Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun-248001 Uttarakhand
c	Documents to be submitted along with bid	1. Letter of Bid- Form No BD-I 2. Bidder Information Form – BD-II 3. Bidders Performance Statement – Form No BD(PS)- III 4. Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV 5 . Detail of Technical Infrastructure of a Agency / Firms to demonstrate the Webcasting or Capacity of the Firm Form BD (TI)- V 6. Financial Strength of Bidder – Form -BD (FS)- VI 7 Power of Attorney for signing Bid- Form BD(PA)-VII 8 Affidavit Undertaking by Bidder -Form -BD (AU)- VIII

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		<p>9. Certificate for Confirmation / Non Deviation- Form BD ()-IX</p> <p>10. Bid Security in Form No BD(BS)-XI</p> <p>11.Non-Disclosure-Agreement BD (NDA) -XII</p> <p>12.Integrity Pact BD(IP)-XIII</p> <p>13, Prescribed Tender Fee</p> <p>14 Other Documents such as PAN Card, TAN Card etc</p> <p>15 Documents relating to Webcasting Services in Government departments-</p> <p>The documents on Sr No 7,8,12 shall be on non-judicial stamp Paper of INR 100 each duly <i>notarized and the scanned copy to be uploaded on e-procurement portal</i></p> <p><i>Sr no 7, 8,10,12,13, are to be submitted in Original in a sealed envelope before the last date of bid submission , failing which the bid shall be considered substantially unresponsive and shall be summarily rejected</i></p>
14	Date/ Time/ Place of Technical Bid Opening	<p>Date-23rd January 2024</p> <p>Time -1500 Hrs.</p> <p>Office of Chief Electoral Officer Uttarakhand</p> <p>First Floor, Vishwakarma Bhawan,</p> <p>Uttarakhand Secretariat Subash Road,</p> <p>Dehradun-248001</p> <p>Uttarakhand</p>
15	Bid evaluation criteria.	Selection of bidder Zone Wise, whose rates are financially lowest Zone Wise after technically qualified
16	Date/ Time/ Place of Financial Bid Opening	Bid Evaluation Committee shall prepare a list of technically qualified bidders after approval of competent authority. Date and Time of opening of Financial Bid shall be communicated to technically qualified bidders
17	Bid Validity	90 Days from last date of submission
18	Language of Bid	English
19	Alternative Bid	Disallowed
20	<b>Performance Security</b>	<p>Performance Security will be 10 percent of Contract Price</p> <ul style="list-style-type: none"> <li>• FDR/TDR from Scheduled Commercial Bank</li> <li>• Bank Guarantee from Scheduled Commercial Bank</li> <li>• National Saving Certificates</li> </ul> <p><i>Performance Security shall be provided by the successful bidder within Stipulated date and time as mentioned in the letter to award issued by the office of CEO Uttarakhand for signing of Contract and to deposit Performance Security during this time period</i></p>

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		The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.
	Contract Period	Contract Period shall commence from date of issuance of Work Order till successful operation and maintenance services after successfully commissioning of the project (one time job) as per the bidding document , The contract period shall be for Six months

**Envelops Bid- (Two Parts) through <https://uktendersgov.in/>. Detailed instruction to bidders for online registration and bid submission on state procurement portal is attached to this Tender. DD/Banker's cheque for Bid Document Fees and DD/FDR/TDR for Bid Security should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time prescribed. The bidder has also to submit the affidavit by the concerned firm of Non-Blacklisting etc, as well as the Power of Attorney issued in name of authorized representative for signing and execution of bid. Scanned copy of same should also be uploaded along with the online technical Bid/ cover.**

- 2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all the Bids without giving reasons thereof.
- 3) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful selected bidders.
- 4) In case any bidder fails to physically submit the Tender Fee and Bid Security along with duly notarized INR 100 Non Judicial Stamp Paper affidavit of certificate of Non-black listing and Non Insolvent as well Power of attorney h duly notarized INR 100 Non Judicial Stamp Paper on or before the prescribed last date/time in the BDS its bid shall not be accepted. The Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer, Uttarakhand " payable at " Dehradun " from any Scheduled Commercial Bank.
- 5) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic
- 6) The Office of CEO shall will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th-hour issues like slow internet speed, choking of the website due to heavy load or any other unforeseen problems.
- 7 ) Procurement Entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.
- 8). Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the provisions of Rules there to including amendment (s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

## Section-II

### Invitation for Bids (IFB)

1. On line Bids are invited by Office of the Chief Electoral Officer, Uttarakhand in two bids – Eligibility-cum-Technical bids and Financial bid from well established and reputed organizations/ agencies/ suppliers who fulfill the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Recording and Web Streaming of Video and Audio for Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On the Poll Day Event At The Polling Stations - Zone Wise, as per scope of work specified in chapter-
2. Bidder should submit the proposal online on 23<sup>rd</sup> January 2023 by 12:00Noon (E-procurement portal of government of Uttarakhand).
3. An original copy of EMD zone wise with covering letter, DD for bid document fees and necessary documents as mentioned in this tender document in sealed envelope to the office of CEO, Uttarakhand before 23<sup>rd</sup> January 13:00Hrs that are already submitted in online bid as per tender conditions. These Further, it is clarified that only online submitted documents would be liable to be accepted.
4. The zone wise bidder will be selected and circulated to all respective offices of District Election Officers/DMs) by the office of CEO Uttarakhand . The payment will be made by respective offices of District Election Officers /DMs.
5. In case some selected agency is not fulfilling the work as envisaged, District Election Officer shall immediately communicate to Office of Chief Electoral officer Uttarakhand The Chief Electoral Officer Uttarakhand may cancel the work and award to another subsequent bidder upon matching the L1 rate be given by the CEO, Uttarakhand.
6. Further, since the actual orders for Webcasting will be put up by the DEOs or as decided by Chief Electoral Officer Uttarakhand
7. after ascertaining ground realities prevailing at district level and availability of other optional measures, the number could have variation of plus/minus 10 % in case of Polling Stations. However, in any case the total number of Polling Stations under webcasting should not be less than 50% as of total Polling Stations of the District. However, in any

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case the total number of polling stations under webcasting should not be less than 50% as of total Polling Stations of the District.

8. An Earnest Money Deposit (E.M.D.) of for
- Rs. 75,000/ (Rupees Seventy-Five Thousand Only) for Zone-I
  - Rs. 90,000/- (Rupees Ninety thousand Only) for Zone-II
  - Rs. 70,000/ (Rupees Seventy Thousand Only) for Zone-III
  - Rs. 75,000/ (Rupees Seventy-Five Thousand Only) for Zone-IV

Mode of Payment: Demand Draft/FDR/TDR favor of Chief Electoral Officer, Uttarakhand payable at Dehradun

Note – EMD will be paid for each zone in the form of demand draft/FDR/TDR of amount as per mentioned in this document along with single covering letter mentioning EMD details zone wise, with original copy of DD/FDR/TDR in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document.

4. Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.

5. The eligibility-cum-Technical Bid will be opened as per schedule. The qualifying bids of the Technical evaluation process shall only be considered for further evaluation of Financial Bid. The Financial bid will be opened. The scheduled date and/or time, then the technically qualified bidders will be intimated about the date and time by publishing on the e-procurement website.

5. No contractual obligation whatsoever shall arise from the Tender Document/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.

6. The Office of the Chief Electoral Officer may, at its discretion, extend the date for submission of Bids. In such cases all rights and obligations of the Office of the Chief Electoral Officer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on official website CEO, Uttarakhand and at E-Procurement Porta.

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7. 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.

8. 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.

9. The Bidder shall be fully and completely responsible to CEO, Uttarakhand for all the deliveries and deliverables.

10. Bidders shall not make attempts to establish unsolicited and unauthorized 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.

11. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

12. 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.

Handwritten signatures and initials in blue ink, including a stylized 'R', 'BS', 'Maul', and 'JZ'.

## SECTION-III

### DETAIL FOR COMPLETE BID PROCESS

Selection of vendor is a two-stage bidding process where in eligible bidders shall submit their technical bids and financial bids separately.

- a. Eligibility-cum-Technical bids will be evaluated for all the bidders.
- b. financial bids will be opened only for those bidders who are found eligible and technically qualified through electronic tender in e-procurement portal only.
- c. financial bids for the ineligible and/or technically disqualified bidders will not be opened.

#### 1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the website of Chief Electoral Officer, Uttarakhand, and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the tender fee while submitting the Bid to the procuring entity before the last date of submission.
- b) The bidding documents price shall be paid through by bank demand draft/ banker's cheque. Financial Instrument should be submitted at Tender Inviting Authority (TIA) office in original before the last date of submission.
- c) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

#### 2) Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring ie. Office of Chief Electoral Officer, Uttarakhand in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the TIA as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites and E-Procurement Portal

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c) The minutes and response, if any, shall be provided promptly uploaded on the website of CEO Uttarakhand and E-Procurement Portal to enable those bidders to take minutes into account in preparing their bids,

### 3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the TIA may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, a clarification or modification is issued to the bidding document, the TIA may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

c) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### 4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the TIA, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

d) A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

### 5) Format and Signing of Bids

a) Bidders must submit their bids online at e- Procurement portal i.e. <http://uktenders.gov.in>

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single Stage Two part/ cover system shall be followed for the Bid: -

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- I. Technical Bid, including fee details, eligibility & Technical Experience  
 II. Financial Bid

Sr No	Type of Document	Document Format
<b>Mandatory Fee Documents</b>		
1	Tender Fee, Bid Security Deposit,  The responding firm / agency: a) Should have made a payment of Rs. 1000 /- for the Tender Fee b) Should have submitted a Bid Security as mentioned in the NIB	a) Tender Fee either through DD/ Banker's Cheque issued through b) Bid Security Demand Draft/TDR /FDR Scanned Copy of both the Tender Fee and Bid Security scanned copy in PDF format to be uploaded on the E- Procurement Portal  <b><u>The Original financial instrument is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</u></b>
B	Eligibility Document	
2	Bidder's Authorization Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Form <i>BD (PA)-VII</i> Power of Attorney along with Certificate/ Resolution/ to be, scanned and same to be uploaded on E- Procurement Portal in Pdf. Format <b><i>The Original instrument is to be submitted at the office of CEO Uttarakhand on and before the last date of bid submission in a sealed envelope</i></b>
3	Declaration by bidders for Non-Blacklisting / Debarment or Insolvency	AS per Form no VIII Affidavit Undertaking by Bidder - Scanned copy of the Declaration same to be uploaded on E-Procurement Portal in Pdf. Format Affidavit to be signed on a Non Judicial Stamp Paper of INR 100 duly notarized <b><i>The Original declaration on the Stamp Paper is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</i></b>
4	Declaration by bidder on Technical Capacity of Agency in terms capacity of Webcasting	Detail of Technical Infrastructure of a Web Casting to demonstrate the Capacity of the Firm Form <i>BD (TI)- IV</i> Form- <i>BD (PA)-V</i>
5	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF) <ul style="list-style-type: none"> <li>• Letter of Bid- Form No <i>BD-I</i></li> <li>• Bidder Information Form – <i>BD-II</i></li> <li>• Bidders Performance Statement – Form No <i>BD(PS)- III</i></li> <li>• Manpower Employed and proposed Manpower for assignment Form-<i>BD (MP) -IV</i></li> <li>• Financial Strength of Bidder – Form -<i>BD (FS)- VI</i></li> </ul>

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		<ul style="list-style-type: none"> <li>Form-BD (ND) – IX Certificate of Conformity and Non-Deviation</li> </ul>
6	Documents of Entity	Certificate of incorporation and Registration Certificate or Partnership Deed in case of firm or Self certificate in case of Sole Proprietor
7	Documents for Financial Strength of entity along with GST and PAN no copies	. Valid PAN and GSTIN
		Annual turnover statement for any 3 years from five years (FY 2018-19 .2019-20 2020-2021, 2021-2022 and 2022-2023) should be furnished in the format given in Annexure VI duly certified by the Chartered Accountant with duly generated UDIN with the audited annual financial Statement or Income Tax Return (UDIN generation date should be after issuance of date of Tender)
		Income tax returns for last five Years.
		Positive net worth certificate issued by CA in Annexure VI duly certified by the Chartered Accountant with duly generated UDIN GST return copy of at year.
8	Experience and Completion Certificate	Copy of work order & complete client execution certificates of the order for live streaming from multiple locations was involved in India, on any Government Departments , PSUs ,Autonomous Bodies Local Bodies Universities, Deemed universities /Reputed Private universities   Government means includes Center, State Governments during the last 05 financial years from the concerned client. Work completion Certificate
9	Self-Certification for Human Resource and Technical Inventory	. Self-declaration on the company letter head along with details of Personnel in respect of current year to be provided
<p>the Tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the tender documents. Copy of this tender document signed on all the pages.</p>		

### Financial Bid Detail

Sr No	Type of Document	Document Format
1	Covering letter of Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-(PDF) Form-BD (FB) XI
2	Financial Bid	As per BoQ format available on e-Procurement portal only

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission of the

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required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

#### 6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 7) Alternative/ Multiple Bids:

Alternative/ Multiple Bids shall not be considered at all.

#### 8) Bid Security:

a) Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

b) A Bid security instrument shall necessarily accompany the technical bid.

c) Bid security of a bidder lying with the TIA in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re- invited.

d) The bid security may be given in the form of a Demand Draft/FDR/TDR from Scheduled Commercial Bank ) or The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the TIA from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy

f) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security

g) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

1. when the bidder withdraws or modifies its bid after opening of bids;

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The image shows four handwritten signatures or initials in blue ink. From left to right: a stylized 'N', the letters 'BSZ', a signature that appears to be 'mlab', and another signature that appears to be 'TAC'.

- II. when the bidder does not execute the agreement, if any, after placement of letter of contract.
- III. when the bidder fails to commence the supply of goods or services or execute work as per supply/ work order within the time specified.
- IV. when the bidder does not deposit the performance security within specified period after the Lol is placed; and
- V. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
- VI. If the bidder fails to submit requisite Performance Security Deposit (PSD) or sign the "Agreement for contract" within the period as specified in the "Letter of Intent"

h) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited. time

i) No interest shall be payable on the bid security (EMD).

j) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.

k) The TIA shall promptly return the bid security after the earliest of the following events, namely:

- I. the expiry of validity of bid security;
- II. the execution of agreement for contract and security deposit is furnished by the Successful Bidder;
- III. the cancellation of the procurement process; or
- IV. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

l) a. Every tenderer / bidder, participating in the bid must furnish the earnest money deposit. as specified in the Notice Inviting Tender (NIT). Exemption and relaxation from EMD will be applicable according to p

b. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the of the EMD.

c. The amount EMD shall be submitted by the bidder who is applying for the tender. EMD in the name of any other firm/ person other than the bidder who is applying for the tender. shall not be accepted.

Note – EMD will be paid for each zone in the form of demand draft/FDR/TDR of amount as per mentioned in this document along with single covering letter mentioning EMD details zone wise, with original copy of DD in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document

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### 9) Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the TIA . In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on. It would be ensured CEO Uttarakhand website and E-Procurement Portal that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. TIA shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

### 10) Withdrawal, Substitution, and Modification of Bid

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted before the deadline prescribed for submission of bids will be as per the terms and procedure of eprocurement portal
- b) Bids withdrawn shall not be opened and processes further.

### 11) Opening of Bids-

- a) The Bids shall be opened by the tender evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by the members of Bid evaluation committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the documents , tender fee and Bid Security in original before the last date and time of bid submission\_
- e) The committee may conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
  - I. bid is accompanied by Tender fee, bid security
  - II. bid is valid for the period, specified in the bidding document;

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- III. bid is unconditional and the bidder has agreed to give the required performance security; and
- IV. other conditions, as specified in the bidding document are fulfilled.

e) any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the with the original Financial instrument of the required price of Tender Fee ,and bid security along with affidavit and Power of attorney .

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## 12) Selection Method:

a)The contract will be awarded to the lowest evaluated responsive bidder in each zone, qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder of each zone ( five zones) will be eligible for placement of work Orders for the item.

2. It is to be noted that one bidder can quote bids in one or as many zones or all

## 13) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

## 14) Evaluation of Bids

- i. The tendering authority/ committee shall evaluate each bid that has been determined, up to the stage of the evaluation, to be responsive. \*
- ii. To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in this bidding document.
- iii. To evaluate a bid, the tendering authority shall consider the following if any

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- The bid price as quoted in accordance with bidding document.
- Price adjustment for correction of arithmetic errors in accordance with bidding document.
- Price adjustment due to discounts offered in accordance with bidding document;

### 15) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

i. **“deviation”** is a departure from the requirements specified in the bidding document;

ii. **“reservation”** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. **“Omission”** is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall: -

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;

or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The TIA shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

#### d) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

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b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, any other Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above

## **16. Evaluation of Technical Bids**

a. The initial eligibility-cum-technical evaluation shall be completed by the Tendering Authority / designated Tender Committee as early as possible after opening of technical bids.

b. The Tendering Authority / designated Tender Committee will evaluate the Technical bids of the tenderers/Bidders as per the criteria & requirements specified in this document

c. A detailed evaluation of the bids shall be carried out in order to determine whether the tenderers/bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document

d. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.

e. After approval of the technical evaluation by tendering authority, the bids of the firms which qualified in the technical evaluation shall be intimated. The commercial bids in respect of the bidders qualifying the technical bids only will be opened as notified this scheduled date and/or time.

f. The firms which could not qualify in technical evaluation will be informed about this fact. Their EMD will be refunded after completion of the bid process i.e. award of the contract to the best/ successful tenderers/bidders.

## **17. Evaluation of Financial Bids**

a. The financial bids of tenderers/bidders who qualified in technical evaluation shall be opened as notified at the notified time and date specified by the Tendering Authority / designated Tender Evaluation Committee.

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- b. Conditional bids are liable to be rejected. However, the financial implication of conditions may be worked out and added to the quoted price.
- c. The price quoted by the Bidder shall include cost and expenses on all counts viz. equipment, Web Camera, Televisions, materials, tools/ techniques/ methodologies, Technical manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & out-station expenses, etc. and any other cost involved in the Supply, commissioning, and delivery of services.
- d. The offers shall be evaluated for every zone and marked L1, L2, and L3 etc. for each zone. L1 being lowest offer and then others in ascending order.
- e. The designated Tender Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offer to the CEO for approval.

#### **18. Correction of Errors**

- a. Price Bids determined to be substantially responsive will be checked by the Tender Evaluation Committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence.
- b. Arithmetic errors will be rectified on the following basis.
  - If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected.
  - If there is a discrepancy between the total bid amount and the sum of various costs, the sum the various costs shall prevail, and the total bid amount will be corrected.
- c. The amount stated in the Form of Commercial Bid will be adjusted by the designated Tender Evaluation Committee in accordance with the above-mentioned point for the correction of errors and shall be considered as binding upon the bidder.
- d. If the bidder does not accept the corrected amount of bid, the bid will be rejected, and the EMD shall be forfeited.

#### **19. Tendering authority's (TIA) Right to Accept/ Reject any or all the Bids:**

The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring

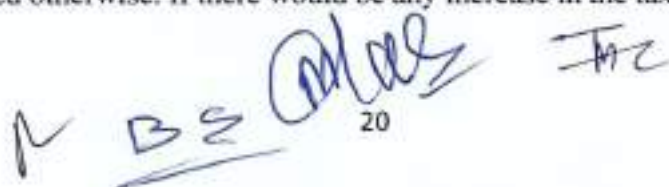
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any liability to the tenderer(s)/bidder(s) or any obligation to inform the affected tenderer(s)/bidder(s) of the grounds for the Purchaser's action.

#### **20. Selection of Bidder :**

- a. The bidder will be awarded to the lowest evaluated responsive bidder in each zone, qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder of each zone (5 zones) will be eligible for placement of work Orders for the item.
- b. It is to be noted that one bidder can quote bids in one or as many zones or all zones mentioned in this document, a single vendor can be selected to execute complete work so if vendor quotes for multiple zones and is L1 in more than one zones. In such a scenario the firm will be selected to execute work in zones where firm has quoted L1 rates of that particular zone but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer Uttarakhand.
- c. The price quoted by the Bidder shall include cost and expenses on all counts viz. Internet connectivity, Television, Web Camera necessary software, servers, cost of equipment, materials, tools/ techniques/ methodologies, technical manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply, commissioning and delivery of service
- d. The Bidder shall indicate the price it proposes to provide under the contract only in the prescribed format. Prices should be shown separately showing the taxes as detailed in the Tender Document. The price components furnished by the bidder in accordance with format provided in this bid document will be solely for the purpose of facilitating the comparison of bids by Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. Prices per unit excluding GST will be taken as quoted price for comparing lowest prices.
- e. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification, if required
- f. The Contract price would be inclusive of all applicable taxes, duties, charges, and levies, unless specified otherwise. If there would be any increase in the taxes, levies, duties, fee, and

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other charges during tenure of the contract, the financial burden of the same shall be borne by the bidder.

- g. The bid evaluation committee shall prepare a comparative statement in tabular form in for each item /unit separately accordance with rules along with its report on evaluation of financial Bids and recommend a list of bidders that have the lowest offer for acceptance to the procuring entity.
- h. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.
- i. . It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- j. In case, if there is no participation for finalization of bidder in any of the zones, the technically qualified selected bidders in other finalized zones may be allowed to execute the work for the remaining zone on overall L1 rates across zones but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer, Uttarakhand. Final decision regarding selection of service provider in each zone will be the sole discretion of CEO.
- k. . In case for any zone two or bidders have quoted same price L1, in sin scenario the criteria to recommend the successful bidder for that particular zone the basis of average turnover shall be considered . The firm with higher average turnover will be recommended to be awarded contract for particular, where L1 prices of two or more bidders are same

**21 . AWARD OF CONTRACTS: Award Criteria:**

- a. The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder for each of the 05 zones will be eligible for placement of work Orders for the item. Issue of notification of award:

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The purchaser will notify the successful bidder in by publishing in the website, to be subsequently confirmed in writing by registered letter, that its bid has been accepted The bidder shall within 03 days of issue of the Notification of Award, given his acceptance along with agreement document & Performance Security. In case the bidder is not

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willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited.

- b. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or email sent at email id abode as provided by the tenderer.
- c. If the lowest Tenderer fails execute the agreement and/or to deposit the required performance security within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the CEO, UK., and the firm will also be liable to make for the damages/losses suffered by CEO, UK. apart from other penal actions.

## 22 Performance Security

- a. Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security should be an amount of 10 % of the value of Contract+ Value raised during the contract validity period.
- b. Performance security may be furnished in form of a BG or FDR/TDR. The performance security amount may be adjusted against the EMD deposited by the successful bidder and thus they have to submit the balance amount in form as mentioned above. The format for Performance Bank Guarantee is annexed at Annexure XIII
- c. Performance security is to be furnished within 03 days after notification of the award and it should remain valid for a period of 06 Months from date of contract signing. Purchaser will have right to extend it for further period depending upon
- d. In exceptional circumstances, the Tendering Authority may solicit the Tenderer's/ Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (letter).



e. Performance security shall be furnished in any one of the following forms: -

i. **National Savings Certificates and any other script/ instrument under National Savings Schemes** for promotion of small savings issued by a Post Office in Uttarakhand if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

ii. **Bank guarantee/s of a scheduled bank.** It may be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

iv. **Fixed Deposit Receipt (FDR) of a scheduled commercial bank.** It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

f. Performance security furnished in the form specified above shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

#### **G ) Forfeiture of Performance Security Deposit**

Performance Security Deposit amount in full or part may be forfeited, including interest, if any, in the following cases:-

- I. When any terms and condition of the contract is breached.
- II. When the bidder fails to make complete supply satisfactorily.
- III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document

e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

f) No interest shall be payable on the PSD.

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### 23) Right to vary quantity

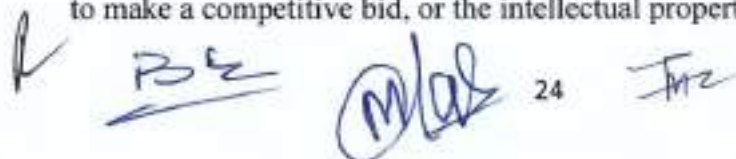
A ) If the TIA does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation

### 24) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract as per date and time stipulated by Tender Inviting Authority as mentioned which in the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document. The TIA may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value of INR 100/-

### 25) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, TIA shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - I. impede enforcement of any law;
  - II. affect the security or strategic interests of India;
  - III. affect the intellectual property rights or legitimate commercial interests of bidders;
  - IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

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b) The TIA shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The TIA may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the TIA, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## 26) Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the TIA from initiating a new procurement process for the same subject matter of procurement, if required.

b) A TIA may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

- I. at any time prior to the acceptance of the successful bid; or
- II. after the successful bid is accepted in accordance with (IV) and (V) below.
- III. The TIA shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- IV. The decision of the TIA to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- V. If the bidder whose bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the TIA may cancel the procurement process or may take other appropriate actions.

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## 27) Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

### a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

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- I. exclusion of the bidder from the procurement process;
- II. calling-off of pre-contract and forfeiture or encashment of bid security;
- III. forfeiture or encashment of any other security or bond relating to the procurement;
- IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- V. cancellation of the relevant contract and recovery of compensation for loss incurred by the TIA;
- VI. debarment of the bidder from participation in future procurements of the TIA

## 28) Interference with Procurement Process

### A bidder who-:

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document

## 29 ) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence  
a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988);

or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding five years commencing from the date on which he was debarred.

c) If a TIA finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding five years.

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d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a TIA in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding five years

### 30) Monitoring of Contract

a) An officer shall be nominated for Contract Monitoring by TIA to monitor the progress of the contract during its delivery period.

b) During the delivery period the nominated officer shall keep a watch on the progress of the contract and shall ensure that the Service Provider is ensured timely delivery period given, As it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity

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## Section-IV

### QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER-

#### Eligibility Criteria & Mandatory Conditions

**Note:** Tenderers Bidders should read these conditions carefully and comply strictly while submitting their Bids.


1. The tenderer/ bidder must fulfil the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid.

2. The technical criteria is laid below in table Point 3 of this section, the bidder failing in any one of the criteria as stated or specified or fails to upload the requisite documents as stated in the table, Bid shall be considered technically disqualified

#### 3. Preference to bidders with MSME registration by Directorate Industry, Uttarakhand

In order to participate in this Bid, MSME registration is not mandatory, any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules. MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry, Uttarakhand as per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 ( Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME F firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD. Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2017 (as amended from time to time) as well as benefit of MSME may be availed. But such registered MSME firms have to technically qualify and submit such documents for technical evaluation, failing which the firm will be technically disqualified

4. The table below lays down the Technical Criteria and the necessary documents to substantiate that the bidder fulfils the criteria



**QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER-**

	<b>Criteria</b>	<b>Documents to be Scanned and Uploaded</b>																								
Bidder Entity	Bidder should be a Company registered in India under the Companies Act 1956/2013 Partnership Firm/ Partnership LLP under Limited liability Partnership Act 2008 or Sole Proprietor Bidder should have been in the Information Technology/ICT enabled services/ Telecommunication business /Video Recording Services/Internet Service Provider for at least five Years	a) Copy of the Certificate of incorporation/ Partnership Deed should be submitted. - b) Copy of the work order/Registration Certificate dated on or before 01.01.2018 obtained from the customer or agreement signed dated on or before 01.03.2019 with the customer for any IT Services should be submitted.																								
Bidders' financial turnover	The bidder should have a minimum average annual turnover. In case of applying for one Zone- INR 25 Lac In case of applying for two Zone- INR 50 Lac In case of applying for three Zone- -INR 75 Lac In case of applying for four Zone- -INR 100Lac In case of applying for five-INR 125 Lac in three audited financial years out of five FY2018-19,2019-20 2020-2021, 2021- 2022 and 2022-2023)) and a positive net worth inFY2021-22,22-23	Copies of the Audited balance sheet for the last 3 financial years should be submitted or in case of unaudited Certificate from CA firm along with three financial year IT Return b) Certificate from the Chartered Accountant should be enclosedwith positive net worth in the last two financial years																								
Bidder Experience in Webcasting	The bidder must have successfully executed during the last FIVE years Projects of following Price (as on the date of bid submission), at least any one of the following.  <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>One Zone</th> <th>Two Zone</th> <th>Three Zone</th> <th>Four Zone</th> <th>Five Zone</th> <th>Project</th> </tr> </thead> <tbody> <tr> <td>25 Lac</td> <td>50 Lac</td> <td>75 Lac</td> <td>100 Lac</td> <td>125 Lac</td> <td></td> </tr> <tr> <td>15 Lac each</td> <td>27.5 Lac each</td> <td>40 Lac each</td> <td>52.5 Lac each</td> <td>65 Lac each</td> <td></td> </tr> <tr> <td>10 Lac each</td> <td>17.5 Lac each</td> <td>27.5 Lac each</td> <td>37.5 Lac each</td> <td>45 Lac each</td> <td></td> </tr> </tbody> </table> <p>comprising of carrying out multiple location live web streaming (Web based audio &amp; video</p>	One Zone	Two Zone	Three Zone	Four Zone	Five Zone	Project	25 Lac	50 Lac	75 Lac	100 Lac	125 Lac		15 Lac each	27.5 Lac each	40 Lac each	52.5 Lac each	65 Lac each		10 Lac each	17.5 Lac each	27.5 Lac each	37.5 Lac each	45 Lac each		Copy of the work order or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.
One Zone	Two Zone	Three Zone	Four Zone	Five Zone	Project																					
25 Lac	50 Lac	75 Lac	100 Lac	125 Lac																						
15 Lac each	27.5 Lac each	40 Lac each	52.5 Lac each	65 Lac each																						
10 Lac each	17.5 Lac each	27.5 Lac each	37.5 Lac each	45 Lac each																						

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	streaming multiple locations) for Govt. Department/PSUs/ from Govt. agencies/Govt. Aided agencies, Universities/Autonomous Bodies Local bodies. Governments/PSUs/Universities/Agencies/Bodies include Both Center and State Governments	
Bidder Human Resource Capacity	The Bidder should have sufficient skilled personnel having requisite	Self-declaration on company letter head along with Details of Personnel in respect of Current year to be provided.
Bidder Technical Inventory Availability of IP Cameras	Availability of IP Cameras: The bidder must have Physical stock of IP Camera of similar or better specification given in this technical specification as per ECI guidelines at the time of Bidding.	Self-Declaration
Exemption to MSME firms	Firms claiming benefit under Purchase Preference Policy for Small and Mini Industries - 2019 ( Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) as MSME	1. Exemption from Tender Fee and Bid Security , only when d firm is registered by Director Industry , Uttarakhand Only . 2. Copy Acknowledgement or of Udyog Aadhar Card
Certificate for Non-Black listing and other mandatory undertaking Mandatory Undertaking	An Undertaking by authorised representative on INR 100 Non Judicial Stamp Paperas on the date of Notice Inviting Tender/ Bid Submission. <ul style="list-style-type: none"> <li>• not be blacklisted by Central or any State government or Public Sector Undertakings</li> <li>•not be insolvent, bankrupt etc.</li> <li>•not have their directors, being convicted of any criminal offence</li> <li>•not have any conflict of interest in the procurement comply with the code of integrity</li> <li>•Not have any affiliation with any Political Party</li> </ul>	Valid documentary proof of: - A signed copy by authorised representative with seal of the Undertaking on non judicial stamp paper of Rs. 100/- and duly notarised. (Annexure-1)

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<b>Clearance of taxes</b>	The bidder should have been registered for Goods and Services Tax and also submit GST Annual Return (Form-9) for last financial years, and GSTR- 3b for the last six month	he bidder should enclose the Registration Certificate for Goods and Services Tax (GST), and also submit GST Annual Return Form (Form-9) for the t last financial years (2022- 23) and also submit GSTR- 3b for the last 6 months
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## SECTION-V

### SCOPE OF WORK AND SCHEDULE OF REQUIREMENTS

The Election Commission of India has directed that in compliance with the orders of the Supreme Court in Civil Appeal No.9228 of 2003 (Janak Singh Vs. Das Rai and other) dated 11.02.2005, photography may be carried out inside the Polling stations to photograph electors and cover Poll Proceedings without compromising the secrecy of voting. This will be in addition to videography of critical events during the election process, videography at hyper-sensitive Polling Stations on the day of Polling. In view of the utility of live – recording established for monitoring of Poll in the Polling Stations, the Election Department has proposed that live Web Streaming of poll proceedings may be taken up in (tentative) Polling Stations in the Districts, covering 05 Parliamentary Constituencies covering 70 Assembly Constituencies, in which 5G/4G/3G//connectivity is feasible as per the survey done by either BSNL /Airtel / Jio or any other reliable Service Provider for the ensuing General Elections to Lok Sabha,2024 as directed by the Election Commission of India. The actual number of Polling Stations in which the web streaming to be taken up will be arrived based on the feasibility of 5G.4G/3G connectivity available in the Polling Stations.

The Commission is assisted in this Constitutional duty by the Chief Electoral Officers (CEO) of respective states. The Chief Electoral Officer carries out instructions of the Commission and ensures free and fair elections in the state..The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day events during the General Elections to Lok Sabha 2024 with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below :-

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment of a MeITy empanelled tier 3 Data centre.

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2. Supply and installation of Web Camera , internet connectivity with redundancy for use in the identified polling stations on the polling day stream the live data.
3. Supply and installation of LED TV as per the specifications for use in the office of the Returning Officer (RO) Two each, on the polling day to operate them to view the live streaming.
4. Supply and installation of LED TV as per the specifications for use in the office of the District Election Officers (DEO) - 1 TV in each district, on the polling day along with one manpower per DEO, to operate them to view the live streaming
5. Supply and installation of -01 one LED TV for each zone separately for use in the office of the Chief Election Officer (CEO) the polling day along with manpower, to operate them to view the live streaming.
6. 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 CEO, DEOs & ROs and ECI.
7. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
8. Establishment of the centralized Help desk in CEO's office with minimum of 06 seaters to manage and fix the complaints/issues coming up on the Polling days.

## **I. Technical Specifications**

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

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

The Key features of the software shall be:

1. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
2. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.

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3. The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
4. The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements.
5. During recording the assembly constituency (AC No.) and polling station no.(PS No.) should be visible clearly in camera view.
6. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the Nodal Officer.
8. The camera should be wall mounted and fixed and placed at sufficient height, say, 7-8 feet. It should be appropriately secured from physical damage.
9. The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements. It should clearly capture and transmit the following aspects of the poll proceedings:
  - a. The mock poll: There shall be two trials initially one and another 3 days before the polling day
  - b. Process of identification of voter by polling officer
  - c. Application of indelible ink on the finger of the voter.
  - d. Initialization of control unit of EVM by presiding officer after satisfactory identification of voter.
  - e. Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit/VVPAT so that voter's secrecy is preserved under all conditions and clear beep sound after press of the button.
  - f. Presence of polling agents to the possible extent.
  - g. Sealing of EVM(BU/CU), VVPAT and giving copies of form 17C to polling agents

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. h. During recording the parliamentary constituency (AC No.) and Polling Station No. (PS No.) Along with date of poll should be visible clearly in camera view.

i. Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed.

j. 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.

k. 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).

l. The software shall provide video streaming URL with password protection to view district wise, parliamentary constituency/assembly constituency wise and polling station 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 CEO, and such other Offices as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of CEO.

12 The software shall include options for a. Connectivity status of all the cameras from the polling station whether the stream in online/offline.

b. Option for auto rotation of videos within assembly constituency/district/state/level based on the type of user connected and options selected.

c. Option for on-demand view of the polling station wise video.

13 Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.

14 .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.

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15. 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.

16. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.

17. Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.

18. 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.

19. 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 CEO, DEOs & ROs.

20. The software shall list all polling stations with their respective webcast after collecting and updating the details and the application software design from the nodal officer.

21. The data should in no point be hosted outside India and bidder will not access the data unless authorized by the CEO/DEO.

22. The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.

23. Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 5G/4G/3G/broadband, WiMax, DSPT etc., based on local availability.

24. After completion of poll proceedings, the technical manpower appointed by the Vendor has to remove the SD card from the camera and safely handover the same in a sealed cover to the Presiding Officer. The Zonal Officer has to deposit the SD cards in the Reception center and stored

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separately under the custody of the District Election Officer. The SD card shall be made available within 4 days to the Client in a Hard disk for later retrieval and usage as necessary.

25 .The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.

26 The client 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.

27 The bidder shall also provide application software which monitors the data feed from each Polling Station on the polling day and also from each HD camera based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause. This software should be vetted from CEO a week before deployment. The bidder shall provide access to dashboard view for all locations, i.e. DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

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

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.



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2. Number of Locations for Video & Audio Recording 5828 polling stations approximately  
DIVIDED IN FIVE ZONES

Zone	District	Tentative No of Polling booth for Webcasting
I	Dehradun & Uttarkashi	1212
II	Haridwar & Tehri	1338
III	Pauri, Chamoli & Rudraprayag	950
IV	Almora, Bageshwar .Pithoragarh & Champawat	1128
V	Nainital& US Nagar	1237

3. The bidder has to supply and install the IP based web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.

4. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920x1080.

5. The bidder must provide the suitable internet connectivity with redundancy on all locations of installation of cameras for the services rendered by the bidder.

6. The bidder is required to have at least two dry/trial runs for polling process, to satisfy the Client hat their systems are in good working condition at least two days before the poll day.

7. 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.

8. The bidder shall also provide the following, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smoothly by providing LED TV 55".

10. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.

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11. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.

12. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.

13. After the event is over on polling day, the supplied cameras / LED TVs and internet connectivity, must be taken back and manpower has to be withdrawn by the bidder.

14. The bidder shall provide adequate compute performance on the servers and storage along with suitable high-speed internet/network bandwidth with redundancy to accommodate the multiple video streaming.

15. The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer/ PO Officer), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.

16. The video and audio should be live streamed to the Control center via the server..

17. Help desk regulation and regarding escalation matrix to be provided by the vendor and the client.

18. The bidder shall provide the sufficient internet bandwidth with redundancy for the live streaming of the poll day event

19. In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in DVD at the end of the day to the officials concerned.

20. Number of Days required for recording at each location: 1 day [References to Day means 24 hours or part thereof.

21. The Vendor should arrange 10% additional equipments to be replaced if any equipment goes down.

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

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.

2. Centralized Help Desk in the office of Chief Electoral Officer with----- Manpower under the Control of the Nodal Officer.

3. Team with 1 manpower in the Control Room minimum, shall be in (location) and shall assist all other locations to fix the issues that are coming up relating to this assignment. (1 manpower for DEO (each) and 2 manpower for CEO)

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4. The help desk should be operational two days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.

5. 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 assignment.

6 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, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.

7 The following details shall be provided by the bidder in the CVs-Name, Data 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.

8. There may be Police/Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.

10. The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed.

11. Training of the personnel posted by DEO at Polling Station to operate web casting and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.

12. Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.

13. Any other tasks found necessary for the successful live streaming of the videos.

14 The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

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

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:

- a. For operating the web streaming Software/Cameras etc.
- b. For Post event operation of the Video Surveillance footage.

2. The Training Material should be in the following formats:

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a. Documentation: Text based training material in the form of documents showing pictures/images and text of How-To, Help Guides, etc.

b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How To Video shall also be made available.

3. The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive/CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress. Reporting Requirements and Time

## **II. Schedule for Deliverables**

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment. weekly Progress Reports consisting of a. All works performed by the bidder.

b. The Time Sheets/Attendance duly countersigned by the Nodal Officer.

2. All Other Reports as required for the successful execution of this assignment.

3. Development and Maintenance of an MIS for all reporting purpose

4. Final Report within 01 weeks of closure of all activities stipulated in the contract.

5. The reports may be submitted in hardcopy and in soft copy (through eMail/MIS/Shared Folder over Internet) to the officers concerned.(The Formats will be shared separately)

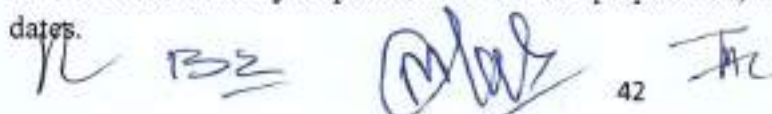
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, on the day itself (polling) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

7. The vendor should arrange man power with vehicles for troubleshooting at their own cost, not depending the Zonal party vehicle e

## **III. Supply, Installation and Commissioning**

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

2. The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.

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3. After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format (Enter format).

4. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre incharge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.

5. In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.

6. If there is any cancellation of the event after issuing the work order, it will be intimated within 24Hours time in advance.

7. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Client.

8. The Successful Bidder shall be liable and /or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

9. The server should be hosted in minimum Tier 3 Data centre empanelled by Meity Gol.

#### IV PREPARATION BEFORE POLLS

DEO office shall provide address of polling stations/sites to Service Provider at least 15 days before date of polling respectively. The Service Provider after obtaining the address polling stations:

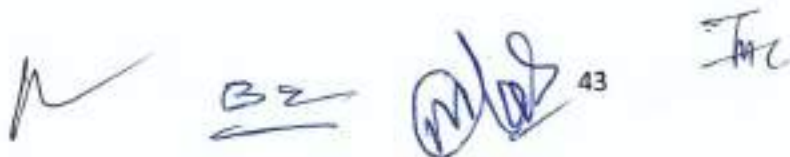
a) The Successful bidder shall visit all the polling to assess the readiness of the site for installation within 3 days of receiving address from CEO office. A report in this respect shall be submitted to CEO Uttarakhand / DEO/Client.

b) The Successful bidder shall deliver the items / equipment for all polling stations before the date of Polling respectively. The Cloud based server and storage solution should be made available at least 15 days before day of poll at CEO & DEO Level. Resolution of any issue identified at the time of site readiness must be done within this specified time frame.

Inception Report shall be submitted once the items/equipment are delivered.

c) After successful Installation, commissioning and completion of the delivery to the User DEO's at different locations, the Bidder must obtain uniform signed Delivery challan for all the locations mentioning the specification of the equipment installed and services provided as per the terms and conditions of the tender

d) In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.

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e) The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level incharge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.

2. Further, 1 trial run of polling sites of at least 10 nos (numbers as desired) may be conducted at least 3 days before the date of Polling at polling sites or at any location as decided by CEO Office.

3. The entire above requirement should be integrated and be made applicable as one complete solution.

4. The DEO is responsible for the site preparation (space, furniture, power manpower at Polling Station.) if any, before the scheduled dates mentioned above and as per directions of ECI vide letter no. 464/INST/2022/EPS dated 19th June 2023.

5. DEO will provide list of Presiding Officers to the Service Provider and Service Provider shall escalate any issue faced immediately to the authorized officer.

6. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by RO, DEO

7. The Service Provider shall be liable and/ or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

8. The Service Provider shall provide onsite technical support for the Term from the date of commissioning. Need based/ proactive repair/ replacement will be undertaken by the Service Provider technical support team to avoid failure of the equipment on as required basis.

9. A copy of the Video & Audio which is stored on the cloud for archival purpose (Online) should be provided in necessary External Storage device.

10. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.

## **V. RIGHTS AND OBLIGATION OF THE SERVICE PROVIDER**

1. Prepare a Project Plan in Consultation with the Nodal officer.

2. Enter into Contract with the CEO.

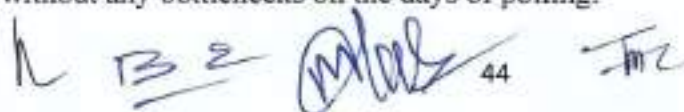
3. Mobilization of personnel to take up the work.

4. Deliver the services & deliverables as per the contract terms & conditions.

5. Give the demonstration of the solution to the nodal officer with in 5 days from the date of signing of the contract.

6. Conduct of trial runs to see that the web streaming from the identified locations goes through smoothly without any bottlenecks and rectification of the same where necessary.

7. Conduct of live run to see that the web streaming from the identified locations goes through smoothly without any bottlenecks on the days of polling.

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8. Provide all the assembly constituency wise and polling station wise log details of live video streams with down time/uptime.
9. On completion of the Election Process, Handing over of the transmitted data to the Client (DEO office) along with SD card and software in a suitable back up devise to view the same as and when required.
10. Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
11. Provision of internet connectivity at the control centers at the Offices of R.Os, DEOs and the CEO.
12. 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 Client (Elections Department)**

1. Issue of Work order and signing of contract agreement with the successful bidder.
2. Appoint a nodal officer a dedicated person as a single point of contact to monitor the project.
3. Listing of sites namely polling stations as applicable.
4. Provide basic details and web link details for webcasting
5. Conducting the acceptance testing one day in advance for the system prior to Polling Day.
6. Ensure the safety and security of the internet connectivity and HD cameras delivered by the bidders at the respective locations
7. 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.
8. Addressing letters to DMs with appropriate instructions.
9. Co-ordination with DMs for the implementation of the project.
10. Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
11. Help the bidder during the conduct of the trail and actual runs
12. Release of payments as per the satisfactory completion of the work

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## VI Release of Payment

- i. The following are the conditions precedent for release of any payment by the Client:
- Signing of Contract
  - Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
  - Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client
- ii. The following would be the Milestones and Payment

1	Signing of Contract Agreement by the parties	Within one week of issuance of notification issued to successful bidder (s) to award contract along with Performance Security
2	Inception Report Submission to	P-20
3	Training material	P-15
4	monitoring mechanism setup at control room(CEO & DEO Offices)	P-2
5	One Trial runs and satisfactory Certificate before poll day	P-2
6	Test run of polling stations	P-2
7	Submission of test report to	P-2
8	Camera Live on Previous Day of the Polling- to record arrival of the polling Team.	P-1
9	Live webcasting of polling day event from one hour prior to the start of the poll upto closure of complete polling activities	P
10	Submission of all other project deliverables and final report.	Submission of all other project deliverables and final report. Within 4 days after the completion of polling

N B 2 @mal JRC

**Service Level Agreement 100% Server, Network & Power Uptime SLA:**

**Penalty for downtime of each of the Polling Station (for online mode)**

The vendor shall ensure that consolidated downtime of not more than 30 minutes for each of the identified polling stations during the Polling day shall take place, failing which the following penalties will be levied which will be deducted from the Performance Bank Guarantee or pending payments due to the vendor. The average live streaming hours may be calculated as 8 hours and penalty may be calculated based downtime of live streaming below 8 hours.

	<i>Downtime in Polling Station</i>	<i>Penalty Deduction in cost</i>
A	30 Minutes or less	No Penalty
B	More than 30 Minutes but less than 45 Minutes	10% of the quoted price of polling both
C	More than 45 Minutes less than 60 Minutes	25% of the quoted price of polling both

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

<b>SERVICE AVAILABILITY</b>	<b>Penalty : Deduction from total cost</b>
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% and below	50%

i) Penalty will be calculated for each polling station for the purpose of polling.

The entire polling period will be denoted as 'X' and actual streaming hours/minutes will be denoted as 'n'. Based on that, the percentage of penalty will be calculated as follows:-

X = actual polling hours/minutes n = actual streaming hours/minutes

*N* *PSG* *mlas* 47 *Jmc*



Service Availability =  $n \div X \times 100$

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

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

*Handwritten signature: M B @mas Jrc*

**SECTION -VI  
FORMS AND FORMATS**

<b>CHECKLIST OF FORMS AND FORMATS ALONG WITH DOCUMENTS TO BE SUBMITTED BY BIDDER ON E-PROCUREMENT PORTAL AND DOCUMENTS TO BE SUBMITTED IN ORIGINAL AT THE OFFICE OF TENDER INVITING AUTHORITY ON AND BEFORE LAST DATE OF SUBMISSION</b>		
<b>Sr No</b>	<b>Name of Form and Formats</b>	<b>Details of Documents to be submitted and the manner to be submitted ( scanned copies should have been duly signed by authorized representative)</b>
1	Letter of Bids (Form- BD-I)	Duly signed copy scanned and uploaded on E-Procurement Portal
2	Bidder Information- Form-BD -II and Other details of Bidder	Complete details and duly sign and uploaded on E- Proc Portal
3	Performance Statement (Last 5 Years Form-BD (PS) -III	Detail of Previous experience duly signed statement , with work orders and Completion certificates to be scanned and uploaded on E-Proc
4	Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV	Detail to be provided for manpower and proposed manpower to complete assignment within stipulated time Scan copy of the Form along with EPF ,ESI Registration and other documents to provide sufficient documentary evidence
5	Detail of Technical Infrastructure of a / Firms to demonstrate the webcasting Capacity of the Firm Form BD (TI)- V	Complete detail of technical infrastructure in so as to demonstrate webcasting capacity The complete detail shall be scanned and uploaded on E-Procurement
6	Financial Strength of the Bidder/Manufacturer Form-BD(FS) -VI -Certificate on Financial Strength	Certificate to be issued by CA firm with Certificate to have UDIN No generated on it. The certificate to be uploaded on E-Procurement Portal . Bidder to all scan and upload the Annual financial statement and a copy of Income tax return also
7	Power of Attorney for Signing of Bid Form-BD (PA)-VII	To be submitted in original , POA to be on INR 100 Non-Judicial Stamp Paper duly notarized Also, to be scanned and uploaded on E-Proc

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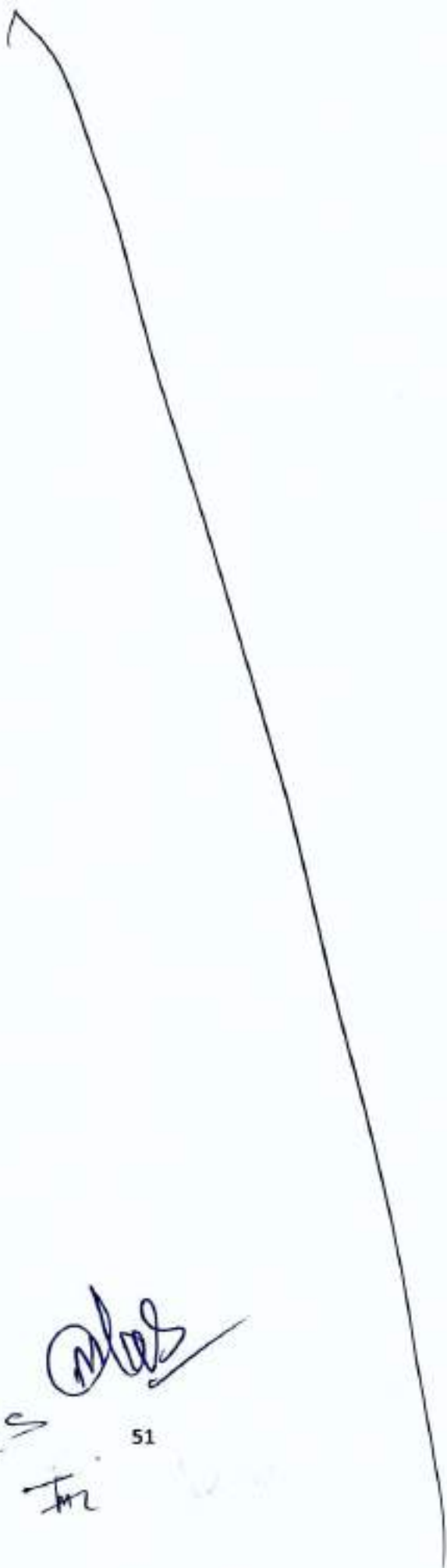


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8	Undertaking by the Bidder Form-BD (UA)-VIII Affidavit	To be submitted in original also declaration by bidder on INR 100 Non-Judicial Stamp Paper being duly notarized Also, to be scanned and uploaded on E-Proc
9	Form-BD (ND) IX Certificate of Conformity / Non Deviation	Certificate of conformity / non -deviation duly signed certificate by authorized representative a self-declaration a scan copy to be uploaded on E-Proc
10	Form-BD (FD) X Financial Bid Cover Letter and format	To be signed by authorized representative, this letter is to be provided in separate sealed envelope on top written ' letter of Financial Bid ' This envelope shall open at opening of financial proposal only of technically qualified bidders  In E- Procurement Portal this letter is to be uploaded in financial bid section along with BoQ
11	Form BD (NDA)-XI Non-Disclosure Agreement format of Confidentiality and Non-Disclosure Agreement	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of INR 500 ,will be part of final contract
12	FORM BD(IP)-XII Format of Integrity Pact	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of INR 500 ,will be part of final contract
13	Form-BD(BG)-XIII Bank Guarantee format for Bid Security	Format of BG in which Scheduled Commercial Bank has to issue bid security, the original bid security to be submitted in original at the office of TIA on and before date and time of bid submission Major checkpoints are also provided
14	Registration of firm with various government authorities	Copy of PAN Card Copy of GST No Copy of ESI / EPF No License issued by Labor Department Certificate of Incorporation in case of Company, Partnership deed in case of partnership firm, any license or registration by local authority Any other document as appropriate for bidder
15	Tender Fee	Either DD/ Bank Cheque to be submitted in original at TIA office on or before last date of submission of bid and a scanned copy to be uploaded on E-Proc
16	Other Documents	Any other document, registration or affiliation which bidder want to provide

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## FORMATS FOR BIDS

### Letter of Bids

#### (Form- BD-I)

From:

(Registered name and address of the bidder.)

To:

**The Chief Electoral Officer ,**

**O/o. Chief Electoral officer, Uttarakhand**

First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
4, Subash Road.  
Dehradun -280001

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated \_\_\_\_\_

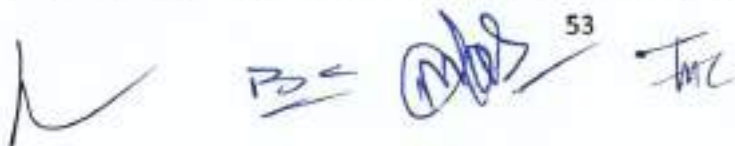
Project title:

We undertake to provide goods in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CEO Uttarakhand our bid is accepted, we undertake to;

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ;
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the bidding document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (c) Our bid shall be valid for a period of ninety days beyond the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, along with any of our, suppliers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;
- (g) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel /official or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement;
- (h) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (i) We hereby certify that we are not insolvent, in receivership ,bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (j) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (k) We agree to permit Government of Uttarakhand or CEO, Uttarakhand or their representatives to inspect our accounts and records and other documents relating to the bid submission,
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid

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that you may receive and;

- (n) We hereby agree in principle to be selected after mutual agreement.  
-If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of Uttarakhand

I, my/ our bid security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You

Name of the Bidder: -  
Authorised Signatory: -

Seal of the Organization

R B S @ M A S J A C

**Bidder Information Form**  
**Bidder Information**  
**Form-BD -II**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document
6 Bidder shall provide the sample of Papers both inner and Outer Cover side
7. Detail of bidder organization

8. Details of two Contact Persons

	1 <sup>st</sup>	2 <sup>nd</sup>
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(i) Name: (ii) Tel number (direct): (iii) Mobile No. (iv) Email address		
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9. Bank details from where the Bank Guarantee for Bid Security has been issued:  
Name and address of the Bank:

- a) Name of the contact Person
- b) Phone number/ Mobile
- c) Fax Number
- d) Email address

**Signature and seal of the Bidder**

*M*      *BS*      *MAS*  
*Inc*

## Performance Statement (Last 5 Years)

Form-BD (PS) -III

### Performance Statement

Name of the Bidder \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

Financial Year	Work placed by (full address of Purchaser)	Order No. and Date	Description and quantity of work or service	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
					As per contract	Actual	
1	2	3	4	5	6	7	8
2022-23							
2021-22							
2020-21							
2019-20							
2018-19							

#### Signature and seal of the Bidder

The Bidder shall also furnish the following documents in connection with their past performance:

- (i) Copy of Purchase Orders
- (ii) Documentary evidence (Client's certificate) in support of satisfactory completion of work

**Format for detailed Citations of at Web Casting work carried out by bidder in last five years in Government Departments/ Public Sector Units/Autonomous or Local Bodies**

Assignment name:	Approx. value of the contract (in INR Lacs):
Name of Govt Dept/ Agency	Duration of assignment (months):
Nature of work undertaken	Total N <sup>o</sup> of t man -months of the assignment:
Address:	Approx. value of the contract
Start date (month/year): Completion date (month/year):	
Narrative description of assignment	
Description of actual services provided by your staff within the assignment:	

**Signature and seal of the Bidder**

**Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference**

**MANPOWER EMPLOYED AND PROPOSED MANPOWER FOR ASSIGNMENT  
Form-BD (MP) -IV**

No. of personnel currently deployed in various projects		
	Description	Number of Employees
<b>1</b>	<b>No. of permanent employees currently working or any designation used by bidder firm</b>	
a	Project Managers or any designation used by bidder firm	
b	Supervisors or any designation used by bidder firm	
c	Data Entry Operators	
d		
<b>2.</b>	<b>No. of temporary personnel currently working</b>	
a		
b		
c		


**Tentative Manpower for the assignment**

Serial No	Number of Personnel proposed for the assignment	No of Person Proposed	Person Days	Total Person days for resources
		(a)	(b)	c=(a)*(b)
1	Project Managers or any designation used by bidder firm			
2	Supervisors or any designation used by bidder firm			
3	No of operators for Polling Station			
4	No of operators for DEO/RO			
5	No of operators for CEO along with help desk			
6	Other Personnel by what ever name are they identified			
7				
	<b>Total of Person Proposed in col a and total of person days in col c</b>			

Number of Person days to be determined on the basis of work defined

**Signature of authorized representative**

**Seal of the Organization**



**Detail of Technical Infrastructure of Agency to demonstrate the Webcasting Capacity of the Firm**

**Form BD (TI)- V**

Technical Specifications & Compliance of the camera for Polling Stations

Description	Details	Compliance Yes/No
During Polling	IP based web camera	
	Facility of local recording	
	Minimum 3 mega pixel camera resolution	
	Night vision capability	
	Wide angle with 30 / 170 degrees coverage	
	Capability of 10x zooming	
	Minimum illumination of .05 lux	
	Camera should support 16-4096 kbps code rate	
	Camera should support constant bit rate / variable frame rate of up to 30 fps	
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,	
	The display to be supported is 1920*1080	
	Camera shall support inbuilt capability for storage slot	

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S.N.	Descriptions	Compliance Yes/No
1.	inch display with floor stand /Slanting stand for dais with The following accessories: 15meter HDMI& C-Video cable Should have the following inputs ( S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output Should come with remote control	

**Specifications for Internet Connectivity:**

S.N.	Description	Compliance
1.	Internet connectivity with minimum speed required for uninterrupted web-streaming from a reputed service provider with good coverage at polling station	

**Signature of authorized representative**

**Seal of the Organization**

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**Financial Strength of the Bidder/Manufacturer  
FORM- BD (FS) VI**

**Certificate on Financial Strength**

*(On the letterhead of Chartered Accountant/Statutory Auditor)*

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 any of the 3 Financial Years. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

*(Amount in INR Lakhs)*

Financial Information	Financial Year					Average
	2022-23	2021-22	2020-21	2019-20	2018-19	
	Audited	Audited	Audited	Audited	Audited	
Total Annual Turnover						
STATUS OF INCOME TAX RETURN						
Date of filing ITR						
Net worth ( Positive / Negative )						
Net worth ( in amt,)						

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:

Place:

*M* *BS* *MAS*

Signature and seal of the CA firm

*Jrc*

UDIN :.....

**Power of Attorney for Signing of Bid  
Form-BD (PA)-VII**

**Format for Power of Attorney for Signing of Application  
(On a Stamp Paper of Rs 100/-)**

**Power of Attorney**

We, .....[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. ....(*name and residential address*) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the TIA*]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 200\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

*Note:*

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

*(Handwritten signatures and initials)*



**Form-BD (UA)-VIII**

**Affidavit**

**Declaration by Bidder regarding Qualifications**

**{to be filled by the bidder}**

*(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)*

To,

**Chief Electoral Officer**

**Office of the Chief Electoral Officer, Uttarakhand**

First Floor, Vishwakarma Bhawan

Uttarakhand Secretariat

Dehradun

**Declaration by Bidder**

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that in relation to my/our bid submitted for "**webcasting during forthcoming Lok Sabha election, 2024 (Installation, implementation of webcasting solution on turn-key basis in polling stations during, Lok Sabha , 2024 in Uttarakhand.)**"

Ref. No.----- d

Dated -----as

an Owner/ Partner/ Director/ Auth. Signatory of, I/ We hereby declare that: -

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in State procurement rule and this bidding document which materially affects the fair competition

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f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

g) We do not have any previous transgressions with any entity in India or any other country during the last three years.

h) We do not have any debarment or black-listed by any other procuring entity.

i) We have complied and shall continue to comply with the Code of Integrity as specified in the bid document and Uttarakhand Procurement Rules 2017 and relevant applicable rules and regulations in Public Procurement and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

j) We agree to extend the validity of bid submitted on the communication of the PE.

k) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid

l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.

m) We have submitted only one bid.

n) We give our in-principle consent to be selected subject the terms and conditions of this tender.

o) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Govt. of Uttarakhand my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

p) I/We, also certify that the Web cameras ARE as per ECI Specifications.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No.[insert number &date]for supply of [insert the name of the Goods/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this .....Day of ....., 20.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Handwritten signatures and initials: a stylized 'h', 'BS', a signature in a circle, and 'JAC'.

Form-BD (UA)-IX

## SELF-DECLARATION

### CERTIFICATE OF CONFORMITY/ NO DEVIATION { To be filled by the bidder }

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

### CERTIFICATE

This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Authorised Signatory: -

Seal of the Organization: -

Date: Place:

N BS      @las      JMC

**FORM-BD-(FS )**

**FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**

**{to be submitted by the bidder on his Letter head**

To, {Procuring Entity}, \_  
\_\_\_\_\_

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. I

/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).

I/ We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of \_\_\_\_ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

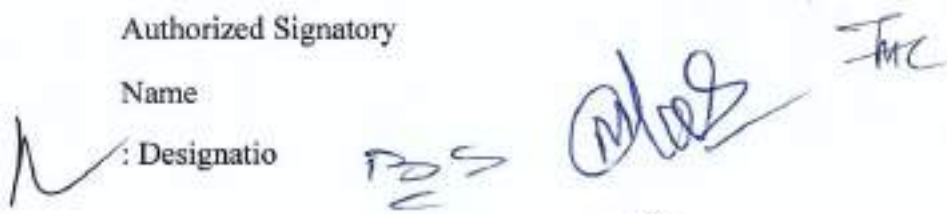
We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name

: Designatio

 The block contains handwritten signatures and initials. On the left, there is a signature that appears to be 'N'. In the center, there are initials 'PDS' and a large, stylized signature. To the right, there are initials 'JMC'.

### Indicative Financial Bid Format

Note: {To be submitted by the bidder only in BoQ format (.XLS) available at E-Procurement portal

This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

#### Zone-I Dehradun and Uttarkashi

Description of service	No of Polling Stations)	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	Gross Amount (Excluding GST)
Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Poll Day for Lok Sabha Elections 2024 at Polling Stations" in zone 01-Dehradun and Uttarkashi (upstreaming services and other services including web camera, technical personnel and all resources as per scope of work) (Amount in figures)	1212		

1 B/g @ M/S JAC

Zone-II-Haridwar and Tehri Description of service	No of Polling Stations)	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	Gross Amount (Excluding GST)
"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Poll Day for Lok Sabha Elections 2024 at Polling Stations" in zone II-Haridwar and Tehri upstreaming services and other services including web camera, technical personnel and all resources as per scope of work) (Amount in figures)	1338		

Zone-III- Pauri, Chamoli ,Rudraprayag

Description of service	No of Polling Stations)	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	Gross Amount (Excluding GST)
"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Poll Day for Lok Sabha Elections 2024 at Polling Stations " in zone III-Pauri, Chamoli ,Rudraprayag (upstreaming services and other services including web camera, technical personnel and all resources as per scope of work) (Amount in figures)	950		

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BS  JWC

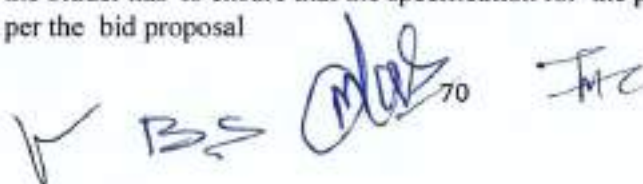
Zone-IV Almora, Bageshwar Champawat and Pithoragrh Description of service	No of Polling Stations)	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	Gross Amount (Excluding GST)
"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Poll Day for Lok Sabha Elections 2024 at Polling Stations in zone IV-Almora Bagaeshwar, Champawat and Pithoragarh (upstreaming services and other services including web camera, technical personnel and all resources as per scope of work) (Amount in figures)) (Amount in figures)	1128		

Zone-V Nainital and Udham Singh Nagar

Description of service	No of Polling Stations)	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	Gross Amount (Excluding GST)
"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Poll Day for Lok Sabha Elections 2024 at Polling Stations " in zone V- Nainital and Udham Singh Nagar( upstreaming services and other services including web camera, technical personnel and all resources as per scope of work) (Amount in figures) (Amount in figures)	1237		

**Price Schedule**

(This BOQ template must not be modified/replaced by the bidder and the same should be While quoting price the bidders shall include all incidental cost with Service Provider ofinculsive of all cost . As well the bidder has to ensure that the specification for the pages quality of Service Provider and binding are as per the bid proposal


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 JTC

**FORM BD(NDA)-XI**

**NON-DISCLOSURE AGREEMENT FORMAT OF CONFIDENTIALITY  
AND NON-DISCLOSURE AGREEMENT (TO BE SIGNED BY FIRMS/  
MANPOWER ENGAGED BY USER ORGANISATIONS)**

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at \_\_\_\_\_ on this the \_\_\_\_\_ day of, 2023 (hereinafter referred to as the "Effective Date").

**BY AND BETWEEN**

The <> acting through his duly authorized representative «insert designation», having its official headquarters at (hereinafter referred to as << CEO ; as applicable>>) party of the First Part;

**AND**

« name of the vendor », a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [ ] with its [registered/corporate/head office] situated at [ ] and acting through its authorized representative [Name of the representative] \_\_\_\_\_, contracted for the purpose of \_\_\_\_\_ vide contract/ MoD reference \_\_\_\_\_ dated \_\_\_\_\_

**AND**

« name of the contractual employee », S/O \_\_\_\_\_, resident of having Aadhar No. \_\_\_\_\_, contracted as <> for the period from \_\_\_\_\_ to \_\_\_\_\_ vide contract/ offer letter No. \_\_\_\_\_ dated \_\_\_\_\_ (delete the non-applicable part) (hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

***CEO Uttarakhand and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties"***

***Whereas:***

1. CEO Uttarakhand has engaged the Recipient for \_\_\_\_\_ << insert the services to be provided by the Recipient>> ("Services"). [N.B.: Details of different types of services depending on the tracks.]
2. The Recipient had represented to CEO Uttarakhand that it has the requisite professional and technical skills to provide the Services.



3. The Recipient shall be involved in provision of the Services to CEO Uttarakhand and shall therefore have access to certain information, documents, etc. provided by CEO Uttarakhand or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.

4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data / information from the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand to the Recipient. The Recipient agrees that any information disclosed to the Recipient by the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand or acquired by the Recipient during such course will be use of exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of CEO Uttarakhand . the CEO Uttarakhand and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below.

Recipient hereby agrees and undertakes that in no condition sub-contracting of the services (governed by this agreement) shall be undertaken, as it is strictly prohibited and shall be considered violation of this agreement itself

.NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

#### **Confidential Information**

6. "Confidential Information" shall mean all confidential and proprietary information of ECI / CEO/ DEO which includes but is not limited to:

6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI/CEO/DEO.

6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI / CEO/ DEO

6.3 all other information and material of ECI / CEO/ DEO relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI / CEO/ DEO intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.

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6.4 Any other confidential and proprietary material and information, disclosed by ECI / CEO/ DEO in relation of this Agreement whether orally or in writing; provided that with regard to any information shared orally by ECI / CEO/ DEO to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.

6.5 Any other information provided by ECI / CEO/ DEO to the Recipient or procured by the Recipient from ECI / CEO/ DEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential" / "Restricted" etc. or not by ECI / CEO/ DEO; or even if the same is unclassified.

7. Unless otherwise specified by ECI / CEO/ DEO, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI / CEO/ DEO at the time of receipt of such information; or

7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or

7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or

7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; or

7.5 is approved for release by written authorization of ECI / CEO/ DEO;

7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI / CEO/ DEO prompt notice and assists ECI / CEO/ DEO, at ECI / CEO/ DEO expense, in obtaining an applicable protective order. Non-Disclosure Covenant

8. Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from ECI / CEO/ DEO by way of non- disclosure pursuant to this Agreement, the Recipient shall:-

8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;

8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

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8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -

8.3.1 who need such information for the permitted purpose under this Agreement; and/or

8.3.2 are informed of the proprietary and confidential nature of the Information; and/or

8.3.3 under the purview of this Agreement by virtue of the Recipient's acceptance same.

8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI / CEO after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

9. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of ECI / CEO/ DEO or the Government of India including but not limited to those mentioned herein below: -

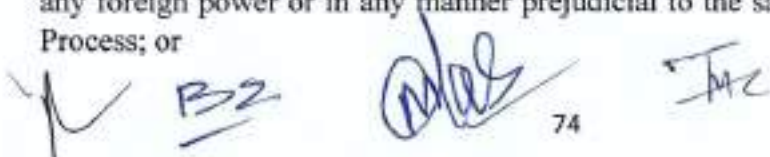
9.1 make any sketch, plan, model, or note using the Information provided by ECI / CEO/ DEO which might be, directly or indirectly, useful to any third party;

9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI / CEO/ DEO

10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:

10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI / CEO/DEO; or

10.2 use the Information provided by ECI / CEO/ DEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; or

Handwritten signatures and initials in blue ink. From left to right: a stylized signature, the initials 'B2', a large signature, the number '74', and another signature.

10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI / CEO/ DEO with regard to return or disposal thereof; or

10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI / CEO/ DEO

## 11. Obligations of the Recipient

1. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI / CEO/ DEO and without limitation of the foregoing, the Recipient agrees not to do the following-

11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or



11.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI / CEO/ DEO

12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

13. The Recipient acknowledges that such Confidential Information provided by ECI / CEO/ DEO shall remain the property of ECI / CEO/ DEO and that the disclosure and/or provision of Confidential Information by ECI / CEO/ DEO is solely for the purposes as stipulated by ECI / CEO/ DEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI / CEO/ DEO.

14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI / CEO/ DEO that is or may be revealed to him by ECI / CEO/ DEO unless specifically authorized to do so in writing by ECI / CEO/ DEO.

15. The Recipient acknowledges that any and all the Confidential Information that maybe disclosed by ECI / CEO/ DEO under this Agreement is the valuable property of ECI / CEO/ DEO and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of ECI / CEO/ DEO will cause ECI / CEO/ DEO to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by ECI / CEO/ DEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI / CEO/ DEO, then ECI / CEO/ DEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement

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16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI / CEO/ DEO and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.

17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI / CEO/ DEO. However, the said permission of ECI / CEO/ DEO may be subject to:

17.1 For services - include terms which restrict the deployment of the same personnel who are working on ECI / CEO/ DEO project with any other organization without permission of ECI / CEO/ DEO during engagement with ECI / CEO/ DEO .

17.2 For products - The configuration, deployment details, etc of the products provided by the Recipient to ECI / CEO/ DEO shall not be discussed by the Recipient with any third party.

## Penalty

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, ECI / CEO/ DEO & shall be entitled to take appropriate legal action against the . Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI / CEO further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by ECI / CEO/ DEO of the right to prosecute the Recipient for any statutory violation. Miscellaneous

## 19. Interpretation:

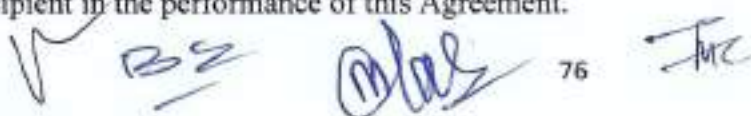
The interpretation of ECI / CEO/ DEO with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in- house mechanism of redressal at ECI / CEO/ DEO has been exhausted.

## 20. Supersession:

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.

## 21. Indemnification:

The Recipient agrees to indemnify and hold ECI / CEO/ DEO harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI / CEO/ DEO due to any breach, non- observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

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## 22. Amendments:

The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

## 23. Severability:

If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

## 24. Waiver:

The non-exercise of or delay in exercising any power or right by ECI / CEO/ DEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

## 25. Relationship between the Parties:

Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

## 26. Notices

26. Every notice, demand or other communication under this Agreement shall:

26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.

26.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.

26.3 Be deemed to have been received:

26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

26.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and

26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"

26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;

26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

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**27. Governing Law and Jurisdiction:**

This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate district court only.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Chief Electoral Officer Uttarakhand represented by

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

SIGNED AND DELIVERED by and on behalf of \_\_\_\_\_  
[Recipient] Represented by its Authorized Signatory / by Recipient himself, Mr. / Ms.

**1. Witness No.1**

**2. Witness No. 2**

Handwritten signatures and initials in blue ink. From left to right: a stylized 'W', 'BS', a signature that appears to be 'Mab', and 'JHC'.

**FORM BD(IP)-XII**  
**FORMAT OF INTEGRITY PACT**

Whereas **Office of Chief Electoral Officer, Uttarakhand**, headed by **Chief Electoral Officer, Uttarakhand** (hereinafter referred to as the Principal and the first party), proposes to award the *contract of* \_\_\_\_\_

and

**M/S** \_\_\_\_\_ **as a firm** (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Service Provider Agency/ Firm and the second party, is willing to offer/has offered the services.

Whereas the firm / agency is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Department under Government of Uttarakhand.

**1. OBJECTIVES**

Now, therefore, the Principal and the Service Provider Agency/ Firm agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
- Enabling Service Provider Agency/ Firm to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.





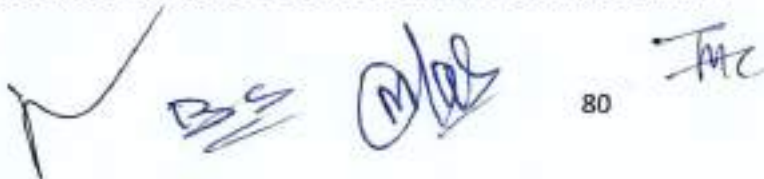
## COMMITMENTS OF PRINCIPAL

The Principal commits itself to the following:

- The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Prospective consultant, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- The principal will, during the pre-contract stage, treat all Prospective consultants alike, and will provide to all Prospective consultants the same information and will not provide any such information to any particular Service Provider Agency/ Firm which could afford an advantage to that particular Service Provider Agency/ Firm in comparison to other prospective consultants.
- All the officials of the principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

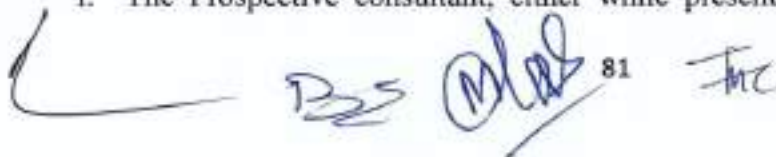
In case any such preceding misconduct on the part of such official (s) is reported by the Service Provider Agency/ Firm to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

## 2. COMMITMENTS OF PROSPECTIVE CONSULTANT

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The Service Provider Agency/ Firm commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

- a. The Service Provider Agency/ Firm will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- b. The Service Provider Agency/ Firm further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.
- c. The Service Provider Agency/ Firm will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- d. The Service Provider Agency/ Firm will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- e. The Service Provider Agency/ Firm confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, or any of its functionaries, whether officially or unofficially to the award of the contract to the Prospective consultant; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- f. The Prospective consultant, either while presenting the bid or during pre-contract

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negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- g. The Service Provider Agency/ Firm shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Service Provider Agency/ Firm also undertakes to exercise due and adequate care lest any such information is divulged.
  - h. The Service Provider Agency/ Firm commits to refrain from making any complaint directly or through any other manner without supporting it with full and verifiable facts.
3. The Service Provider Agency/ Firm shall not instigate or cause any third person to commit any of the actions mentioned above.

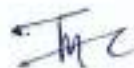
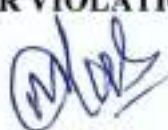
#### 4. PREVIOUS TRANSGRESSION

- a. The Service Provider Agency/ Firm declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India, that could justify prospective consultants' exclusion from the tender process.
- b. If the Service Provider Agency/ Firm makes incorrect statement on this subject, Service Provider Agency/ Firm can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. COMPANY CODE OF CONDUCT

Prospective consultants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company

#### 6. SANCTIONS FOR VIOLATION



l) Any breach of the aforesaid provisions by the Service Provider Agency/ Firm or any one employed by him or acting on the behalf (whether with or without the knowledge of the prospective consultant) or the commission of any offence by the Service Provider Agency/ Firm or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:-

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Service Provider Agency/ Firm and to impound any earnest money deposit, if made by the prospective consultant. However the proceedings with the other prospective consultant(s) would continue.

b) To immediately cancel the contract, if already signed without giving any compensation to the prospective consultant.




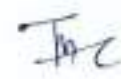
c) To recover all sums already paid by the Principal, and in case of an Indian Service Provider Agency/ Firm with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Service Provider Agency/ Firm from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the Service Provider Agency/ Firm in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

d) To cancel all or any other Contracts with the prospective consultant.

e) To debar the Service Provider Agency/ Firm from entering into any bid from the Principal for a minimum period of five years.

f) To recover all sums paid in violation of this pact by the Prospective consultant(s) to any middleman or agent or broker with a view to securing the contract

g) If the Service Provider Agency/ Firm or any employee of the Service Provider Agency/ Firm or any person acting on behalf of the Prospective consultant, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/ stake in the Prospective consultant's firm,

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the same shall be disclosed by the Service Provider Agency/ Firm at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Prospective consultant.

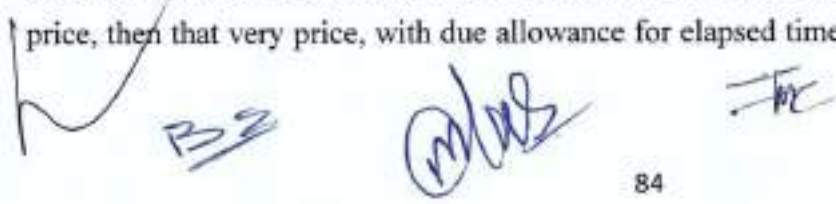
h) The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

i) The Service Provider Agency/ Firm shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Prospective consultant. The Service Provider Agency/ Firm shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Prospective consultant.

ii) The decision of the Principal or his nominee to the effect that the Service Provider Agency/ Firm has committed breach of the provisions of this Integrity Pact shall be final and binding on the Prospective consultant, however the Service Provider Agency/ Firm can approach monitor (s) appointed for the purpose of this Pact as per the clause mentioned in this Pact agreement

## 7. FALL CLAUSE

The Service Provider Agency/ Firm undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector undertakings and if it is found at any stage that the similar system or subsystem was supplied by the Service Provider Agency/ Firm to any other Public Sector undertakings at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present

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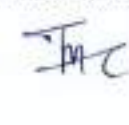
case and the difference in the cost would be refunded by the Service Provider Agency/ Firm to the principal, if the contract has already been concluded.

## 8. INDEPENDENT EXTERNAL MONITOR(S)

- a. The principal can appoint Independent External Monitor for this Pact if required in consultation with State Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Department.
- b. The Service Provider Agency/ Firm accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Prospective consultant. The Service Provider Agency/ Firm will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- c. The Monitor is under obligation to treat the information and documents of the Prospective consultant(s)/Contractor(s)/Subcontractor(s) with confidentiality. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action.
- d. The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated shall examine the case jointly with those whom the case is referred to.

## 9. EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of

 B.S.  85 

Accounts of the Service Provider Agency/ Firm and the Service Provider Agency/ Firm shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation

#### 10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 11. VALIDITY

The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Service Provider Agency/ Firm and the principal.

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

For and on behalf of <i>Chief Electoral Officer, Uttarakhand Office of Chief Electoral Officer Uttarakhand, Dehradun</i>	For and on behalf of
Witness	Witness

The image shows four handwritten signatures in blue ink. From left to right: a stylized signature, a signature that appears to be 'BS', a signature that appears to be 'MKS', and a signature that appears to be 'JAZ'.

**Form-BD (BG)-XIII  
BANK GUARANTEE FORMAT**

**{to be submitted by the bidder's bank}**

**BANK GUARANTEE FORMAT – BID SECURITY**

(To be stamped in accordance with Stamp Act and to be issued by a Scheduled Commercial bank having its branch at Dehradun ,Uttarakhand and payable at par at Dehradun

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun  
Sir,

1. In accordance with your Notice Inviting Bid for vide NIB reference no. M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to )> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun by a Bank Guarantee from a Scheduled Commercial Bank having its branch at Dehradun irrevocable and operative till the bid validity date (i.e. days from the date of submission of bid).

It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of )> to the CEO , Uttarakhand as earnest money deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the CEO, Uttarakhand of the said guaranteed amount without any demur, reservation or recourse.

The block contains four handwritten signatures or initials in blue ink. From left to right: a stylized signature, the letters 'BS', a signature that appears to be 'M. K. S.', and another signature that appears to be 'J. K.'.



3. We, the aforesaid bank, further agree that the Office of CEO Uttarakhand shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges

and expenses caused to or suffered by or that may be caused to or suffered by the Office of CEO Uttarakhand on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the Office of CEO Uttarakhand that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Office of CEO Uttarakhand shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Office of CEO Uttarakhand and it is further declared that it shall not be necessary for the Office of CEO Uttarakhand to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Office of CEO Uttarakhand may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of Office of CEO Uttarakhand to recover the said amount of )> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to )> and our guarantee shall remain in force till bid validity period i.e. days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three



months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date .....

(Signature) .....

Place .....

(Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of: WITNESS (with full name, designation, address & official seal, if any)

1. ....

2. ....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number

## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address
4. The Bank Guarantee should be executed by Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed in bid document
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

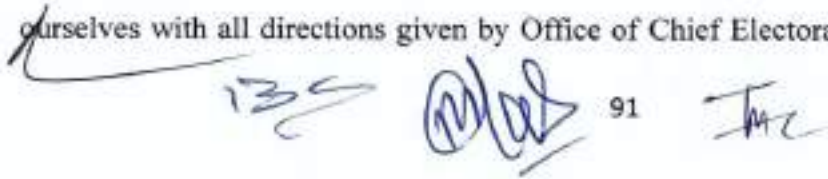
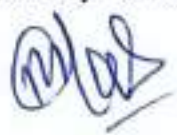

The image shows four handwritten signatures or initials in blue ink. From left to right: a stylized 'K', the letters 'BC', a signature that appears to be 'M. Das', and a signature that appears to be 'M. C.'.

**Form-BD (PS)-XIV**  
**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY**  
**(PBG) (To be stamped in accordance with Stamp Act and on a Stamp**  
**Paper to be issued by a Scheduled commercial bank having its branch**  
**at Dehradun and payable at par at Dehradun, Uttarakhand)**

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

1. In consideration of Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun the having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the , Office of Chief Electoral Officer Uttarakhand through.....and .....(vendor) for the supply of goods .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said vendor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by undertake to pay to the Office of Chief Electoral Officer Uttarakhand an amount not exceeding Rs.....(Rupees.....only) on demand.

2. We.....(Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Office of Chief Electoral Officer Uttarakhand. Any such demand made on the bank by the Office of Chief Electoral Officer Uttarakhand shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Office of Chief Electoral Officer Uttarakhand and We.....(Indicate the name of Bank), bound ourselves with all directions given by Office of Chief Electoral Officer Uttarakhand regarding

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this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We.....(indicate the name of Bank), undertake to pay to the Office of Chief Electoral Officer Uttarakhand any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to and that it shall continue to be enforceable for above specified period till all the dues of Office of Chief Electoral Officer Uttarakhand under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Office of Chief Electoral Officer Uttarakhand certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said vendor and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with the Office of Chief Electoral Officer Uttarakhand that the Office of Chief Electoral Officer Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said vendor (s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Office of Chief Electoral Officer Uttarakhand against the said vendor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said vendor or for any forbearance, act or omission on the part of the Office of Chief Electoral Officer Uttarakhand or any indulgence by the Office of Chief Electoral Officer Uttarakhand to the said vendor (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the vendor (s).



7. We .....(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Office of Chief Electoral Officer Uttarakhand in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Office of Chief Electoral Officer Uttarakhand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the Office of Chief Electoral Officer Uttarakhand to proceed against the vendor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Office of Chief Electoral Officer Uttarakhand may have obtained or obtain from the contractor.

10. We ..... (indicate the name of Bank) verify that we have a branch at Dehradun. We undertake that this Bank Guarantee shall be payable at any of its branch at Dehradun. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank

Dated.....day of.....

**For and on behalf of the (indicate the Bank)**

**Signature (Name & Designation)**

**Bank's Seal**

**The above performance Guarantee is accepted by the Office of Chief Electoral Officer Uttarakhand For and on behalf of the Office of Chief Electoral Officer Uttarakhand**

**Signature**



**(Name & Designation)**

## SECTION VI

### Part-I

### Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: number ]* day of *[ insert: month ]*, *[ insert: year ]*.

BETWEEN

- (1) *Chief Electoral Officer Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Dehradun*  
and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)

*N* *B2* *M/S* 94 *JR*

- (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedule)
  - (h) any other document listed in GCC as forming part of the Contract
  - (i) Code of Integrity of Vendor along with debarment of vendor on Fraud and Corruption
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

**For and on behalf of the Purchaser**

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

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## Part-II

### CODE OF INTEGRITY FOR SUCCESSFUL BIDDER AND DEBARING VENDOR DUE TO FRAUD AND CORRUPTION

(Part of Agreement)

#### Code of Integrity for Successful Bidder

a) The vendor and his representative shall act in accordance of the code of integrity prescribed in the contract

b) The code of integrity include provisions for: -

##### a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;



c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

- I. exclusion of the vendor from future procurement process;
- II. calling-off of pre-contract and forfeiture or encashment of bid security;
- III. forfeiture or encashment of any other security or bond relating to the procurement;
- IV. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- V. debarment of the bidder from participation in future procurements of the procuring entity

#### **Corrupt, fraudulent and unethical practices:**


The Office of CEO Uttarakhand will debar the vendor if successful bidder for future tenders in Office of CEO Uttarakhand if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

**a. "Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and

**b. "Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition\

**c. "Unethical practice"** means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

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## PART-III

### GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids. Definitions For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) **“Contract”** means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
- c) **“Contract Price”** means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) **“Day”** means a calendar day.
- e) **“Delivery”** means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) **“Completion”** means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) **“Purchaser”** means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

 The bottom of the page contains several handwritten signatures and initials in blue ink. On the left, there is a large bracket-like signature. Next to it are the initials 'BS'. To the right is a circular stamp containing the number '11' and some illegible text. Further right is another signature, and on the far right, the initials 'JAZ'.

j) "Printer" means the natural person, private or, or a combination of the above, whose Application has been accepted for printing of books on basis of technical qualification and is named as such in the Contract Agreement..

k) "**Supplier/ Successful or Selected bidder**" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder. "

Contract Documents Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## 2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

### b) Entire Agreement:

The Contract Agreement constitutes the entire agreement between the Chief Electoral Officer Uttarakhand and the Printer and supersedes all communications, negotiations and agreements (whether written or verbal) of the parties with respect thereto made prior to the date of Contract Agreement. The validity of Contract Agreement will be same rates and conditions of contract.

### c) Amendment:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### d) Non-waiver:

Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.



e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**f) Severability:**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. <sup>4</sup>

**3) Language**

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English Draft Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation

**4) Joint Venture, Consortium or Association**

Joint venture, consortium or associations of companies is not allowed to bid.

**5) Eligible Goods and Related Services**

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the

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offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item

c) Bidder must quote products in accordance with above clause "Eligible goods and related services".

#### **6) Service of Notice, Documents & Orders**

a) A notice, document or order shall be deemed to be served on any individual by –

- I. delivering it to the person personally; or
- II. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
- III. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be

#### **7) Scope of Supply**

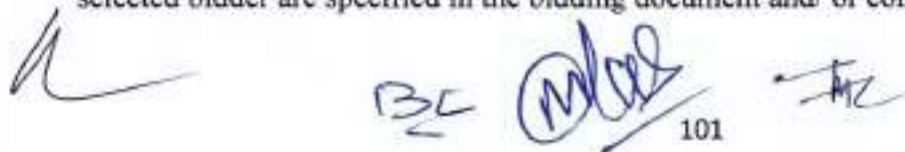
a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) The

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

#### **8) Delivery & Installation**

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in Work Order separately The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

The bottom of the page features several handwritten signatures and initials in blue ink. From left to right, there is a long, sweeping signature, the initials 'BCL', a signature that appears to be 'M. K. S.', and another signature that looks like 'H. Z.'. Below the 'M. K. S.' signature, the number '101' is written.

b) The contract for the supply can be repudiated at any time by the nodal officer , if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation

c) The Supplier/ Selected Bidder shall arrange to supply, the ordered materials/ system as per specifications within the specified delivery/ completion period at various their offices/ locations mentioned in the Supply Order

#### **9) Supplier's/ Selected Bidder's Responsibilities**

The Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

#### **10) Purchaser's Responsibilities**

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract


#### **11) Contract Price**

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid,

#### **12) Recoveries from Supplier/ Selected Bidder**

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

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b) The Officer shall withhold amount to the extent of short supply, or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Office of CEO, Uttarakhand

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the competent authority shall take recourse to law in force.

### 13) Taxes & Duties

a) The TDS etc., if applicable, shall be deducted at source as per prevailing rates.

b) the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

### 14) Specifications and Standards

a) All articles supplied /Printed shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description.

The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

#### b) Technical Specifications

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

### 15) Insurance

    
103



a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) The goods will be delivered at the FOR destination in perfect condition. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

. The bidders may visit the sites and obtain additional information at their own cost and responsibility

**16) Change orders:** The purchaser may at any time, by a written order given to the bidder, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the tenderer's/bidder's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the performance security, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the tenderer's/bidder's receipt of the purchaser's changed order.

**17) Change in quantity:** If the Purchaser changes the quantities (increase or decrease) of any of the Bided articles the value of the order will vary accordingly. In case Purchaser Purchases less than the quantity indicated in the Bid form, the bidder shall not be entitled to claim any compensation.

**18) Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be with held to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the Office of the Chief Electoral Officer. In case recovery is not possible recourse action will be taken under any law in force.

**19. Loss of Revenue to the Purchaser:** The bidder shall be vicariously liable to indemnify the Purchaser in case of any misuse of data/information by the bidder, deliberate or otherwise, which comes into the knowledge of the purchaser during the performance or currency of the contract.

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20. Contract Amendments: No variation in or modification of the terms of the Contract shall be made

21. Use of Contract Documents and information

a) The bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than person employed by the bidder performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

b) The bidder shall not, without the purchaser's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.

18. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

19. The bidder shall pay the expenses of stamp duty for execution of agreement.

## 20) Payments

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

i) Signing of Contract

ii) Signing of Non-Disclosure Agreement

iii) Submission of an irrevocable Bank Guarantee as of specified to the Client in the format

b) The vendor has printed and supplied the books, manuals as per time scheduled by the Office of Chief Electoral while allotting the work.

c) The payment will be made as per the following procedures:

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

- Signing of Contract
- Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
- Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client

iv. The following would be the Milestones and Payment



1	Signing of Contract Agreement by the parties	Within one week of issuance of notification issued to successful bidder (s) to award contract along with Performance Security
2	Inception Report Submission to	P-20
3	Training material	P-15
4	monitoring mechanism setup at control room(CEO & DEO Offices)	P-2
5	One Trial runs and satisfactory Certificate before poll day	P-2
6	Test run of polling stations	P-2
7	Submission of test report to	P-2
8	Camera Live on Previous Day of the Polling- to record arrival of the polling Team.	P-1
9	Live webcasting of polling day event from one hour prior to the start of the poll upto closure of complete polling activities	P
10	Submission of all other project deliverables and final report.	Submission of all other project deliverables and final report. Within 4 days after the completion of polling

**21. Service Level Agreement 100% Server, Network & Power Uptime SLA:**

**Penalty for downtime of each of the Polling Station (for online mode)**

The vendor shall ensure that consolidated downtime of not more than 30 minutes for each of the identified polling stations during the Polling day shall take place, failing which the following penalties will be levied which will be deducted from the Performance Bank Guarantee or pending payments due to the vendor. The average live streaming hours may be calculated as 8 hours and penalty may be calculated based downtime of live streaming below 8 hours.

	<i>Downtime in Polling Station</i>	<i>Penalty Deduction in cost</i>
A	30 Minutes or less	No Penalty
B	More than 30 Minutes but less than 45 Minutes	10% of the quoted price of polling both
C	More than 45 Minutes less than 60 Minutes	25% of the quoted price of polling both

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

*BS*

*[Signature]*

*[Signature]*

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

i) Penalty will be calculated for each polling station for the purpose of polling.

The entire polling period will be denoted as 'X' and actual streaming hours/minutes will be denoted as 'n'. Based on that, the percentage of penalty will be calculated as follows:-

$X = \text{actual polling hours/minutes}$   $n = \text{actual streaming hours/minutes}$

$\text{Service Availability} = \frac{n}{X} \times 100$

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

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

### 23) Settlement of Disputes

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer , Uttarakhand " whose decision shall be final and abided by all stakeholders

### 24) Legal Jurisdiction:

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All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

## 25) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

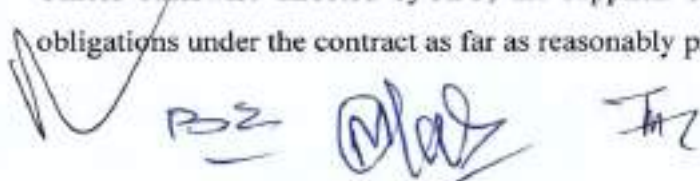
b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective r to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

## 26) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Office of CEO in writing of such conditions and cause thereof within 05 days of occurrence of such event. Unless otherwise directed by CEO, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

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d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 5 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the CEO Uttarakhand may take the case with the supplier/ selected bidder on similar lines.'

## 27) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

i. specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;;

ii the place of delivery; and

iii. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within seven (07) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

## 28) Termination

### a) Termination for Default



i. The tender sanctioning authority of Office of CEO may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 48 Hrs sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the office of CEO , Uttarakhand ; or

b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If Office of CEO terminates the contract in whole or in part, amount of PSD may be forfeited.

#### **b) Termination for Insolvency**

The office of CEO may at any time terminate the Contract by giving a written notice of at least - 03 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to

#### **c) Termination for Convenience**

i. Office of CEO , Uttarakhand , by a written notice of at least 48 Hrs sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

### **29) Governing Law and Dispute Resolution**

a) This Agreement shall, in all respects, be governed by, and construed in Dehradun ,Uttarakhand in accordance with the laws of India. Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:

*B.E*

*MAS*

*Jmz*

- i) The interpretation or effect of;
  - ii) The validity, enforceability, or rectification of;
  - iii) The respective rights or obligations of the Parties; and/or
  - iv) A breach or the termination or cancellation of this agreement; shall be dealt in accordance with succeeding provisions of this Clause.
- 2) All disputes shall at first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other Party a request for such consultation.
  - 3) If the Parties are unable to resolve the Dispute in question within seven days of the commencement of negotiations, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the provisions as
  - 4) The venue for arbitration shall be Dehradun Uttarakhand India and the language used in the arbitral proceedings shall be English.
  - 5) The Parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration