

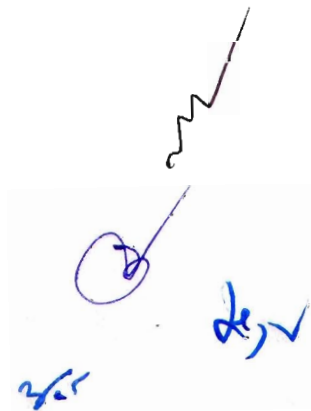
# Election Department Rajasthan, Jaipur

## Bid Document

[Single Stage Two Envelope (Two Parts)]  
“Live web casting of several polling stations of 6 different zones during State Assembly Election 2023” Rajasthan based on Open Competitive Bidding Process.




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Handwritten signature and scribbles in blue ink, including a circular mark and a checkmark.

### Important Instructions

1. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2012" [hereinafter called the Rules] under the said Act have come into force which is available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.
2. Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. Each page of the Bid Document should be signed as a token of acceptance of bid by the authorized signatory or bidder. Thereafter the signed bid on or before date/time. The PE is not responsible for any delay or not able to submit the bid in time by bidder due to any technical or non-technical reason whatsoever.



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**GOVERNMENT OF RAJASTHAN  
ELECTION DEPARTMENT**

**NOTICE INVITING BIDS (NIB)**

Food Building, Secretariat, Jaipur(Rajasthan.)-302005.  
Telephone: 0141-2227194, 2227638 Fax: 0141-2227794, Email:ceojpr-rj@nic.in

F3(III)/A/ELE/LWC/2022/P-I

3559

Date: 7/8/23

Sealed Single Stage Two-envelopes unconditional Bids are invited by Election Department, for **Live Web Casting on Polling stations divided into 6 zones of different districts** as per details of items given below up, to **4 PM of 04-09-2023**.

S.No.	Name of article	Specifications	Quantity & unit	Estimated value of Bid	Price of Bidding Document (Rs.)	Validity period of bid	Place of service
1.	Live web casting of polling stations <b>divided into 6 zones</b> , during State Assembly Election 2023 in Rajasthan	As mentioned in the bid/ECI guidelines	26000 (Apprx) polling stations in the State Assembly Election 2023 in Rajasthan	7.50 Crs @ 1.2 Crs. for each zone	1250/-	90 Days	FOR Destination: as per decided by DEO at polling stations

- Price preference and/or purchase preference as per Instructions to Bidders shall be admissible in evaluation and award of Contract.
- The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
- 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 <http://sppp.rajasthan.gov.in> and <http://eproc.rajasthan.gov.in>. The price of Bidding Document may be paid along with user charges/ processing fee at the time of online submission of the Bid.
- Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <http://eproc.rajasthan.gov.in> by following the electronic Bid submission procedure as specified on the portal.

The Bid Document Fee & RISL Processing Fee in the form of Demand Draft or Banker's cheque in sealed envelopes or online shall be submitted and bid security fee may be given in the form of demand draft or banker's cheque or bank guarantee or electronic bank guarantee in specific format,

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of a scheduled bank or deposit through E-grass up to 3:00 Pm of 04-09-2023 to the Addl.CEO, Election Department, Rajasthan, Government Secretariat, Jaipur.

5. Bid security will be submitted on the basis of participation of bidders for numbers of zones. To be specific a bidder can participate in bid for webcasting work for 1 zone or more than 1 and bid security will be paid according to the number of zones, a bidder is interested in participation.
6. Bid document fee inform of DD/Banker'scheque in favour of "CEO, Rajasthan" payable at "Jaipur".
7. Bids received after the specified time and date shall not be accepted.
8. The Technical Bids shall be opened at 03:00 PM of- 05-09-2023
9. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
10. The Bidders shall have to submit a valid 'GST' registration and 'GST Return of last quarter 'and the 'PAN' issued by Income Tax Department.
11. Bid documents can be obtained from CEO office or can be downloaded from website <http://sppp.rajasthan.gov.in> and <http://eproc.rajasthan.gov.in> .[www.ceorajasthan.nic.in](http://www.ceorajasthan.nic.in).

  
**Additional Chief Electoral Officer**  
Election Department, Food Building, Secretariat  
Jaipur(Rajasthan)-302005India



**GOVERNMENT OF RAJASTHAN  
ELECTION DEPARTMENT**

**NOTICE INVITING BIDS (NIB)**

Food Building, Secretariat, Jaipur (Rajasthan)-302005.  
Telephone:0141-2227194, 227638 Fax:0141-2227794 Email:[ceojpr-rj@nic.in](mailto:ceojpr-rj@nic.in)

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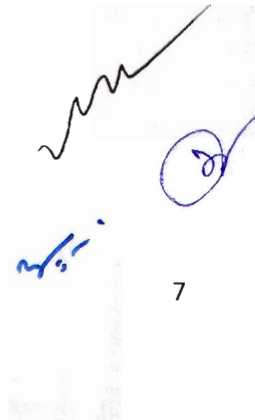
Date ----- 2023

Bids for " Live web casting of polling stations during State Assembly Election 2023 in Rajasthan are invited from interested bidders up to **4 PM of 04-09-2023**. Other particulars of the bid may be visited on the procurement portal(<http://sppp.rajasthan.gov.in>)and<http://eproc.rajasthan.gov.in>of the state & Departmental Website[www.ceorajasthan.nic.in](http://www.ceorajasthan.nic.in).

UBN.....



**Additional Chief Electoral Officer**  
Election Department, Food Building, Secretariat  
Jaipur(Rajasthan)-302005India



Bid Data Sheet(BDS)		
1.	Ref.of invitation of Bids	NIB No ----- 2023/
2.	Name & Address of officer as the Procuring Entity (PE)** And For clarification purposes	Election Department(ED), Secretariat, Rajasthan, Jaipur – 302 005 on behalf of the District Election Officer (Collector), Rajasthan. Name KrishnaKunal Designation Additional Chief Electoral Officer Address Election Department, Food Building, Secretariat, Jaipur (Rajasthan)-302005 India. PhoneNo. 0141-2227194 Fax 0141-2227194 Email ceojpr-rj@nic.in
3.	Placing Work Order /Payment authority	District Election Officer(Collector), Districts of Rajasthan State/ Addl. CEO
4.	Subject Matter of Procurement	"Live web casting of polling stations divided in to 6 zones" during State Assembly Election 2023 in Rajasthan as per Scope of Work(SoW) & Specifications as mentioned in the Bid Document/By ECI
5.	Place of service	AsDecidedbyDEOatPollingstations
6.	Contract Period	The Contract/ Project Period shall commence from the date of issue of Work order till its successful of Operations & Maintenance Services after successful commissioning of the project(one time job) as per bidding document. The contract period will be for one year.
7.	Bid Procedure	Single Stage Two Envelops Bidding.(TwoParts) Open Competitive Bid procedure given at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
8.	Bid Evaluation Criteria (Selection Method)	Selection of L-1 after technically qualified
9.	Websites for downloading Bidding Document,Corrigendum's, Addendumsetc.	<u>Websites:</u> <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="http://ceorajasthan.nic.in">http://ceorajasthan.nic.in</a> , Bidding document fee Rs.1250/- (Rupees One Thousand Two Hundred only) In Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable
10.	Estimated Procurement Cost	Rs.1.25Crores each zone and Rs.7.50 Crores for 6 zone.
11.	Bid Security* and Mode of Payment	(2% of the Estimated Procurement Cost/Bid Value or as per the latest order of FD), [(0.25% of the above procurement of bid in case of Small Scale Industries of Rajasthan,0.5% of the value of bid in case of Sick Industries of Rajasthan (refer details given in this bid)] <b>Bid security to be deposited on the basis of number of zones for which bidder is participating.</b>
12.	Period of Sale of Bidding Document (Start/ End Date)	Start Date:07-08-2023 04:00PM End Date:-04-09-2023 by 12:00PM



<b>BidDataSheet(BDS)</b>	
14.	<p><b>Date/Time/PlaceofPre-bid Meeting</b> Pre-Bid Meeting Date/Time:- 17-08-2023 at 01:00PM By 12:00PM on Pre-Bid queries submission: 16-08-2023 or before 16-08-2023, after which no query would be accepted &amp; also PBQs should be sent to the prescribed email only (signed hardcopy &amp; softcopy both should be sent through email address ceojpr-rj@nic.in). Pre-Bid Meeting Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur</p>
15.	<p><b>Submission of Banker's Cheque/ Demand Draft for Tender Fee*</b> Start Date: 08-08-2023 from 03.00 PM onwards during office time only End Date: 04-09-2023 by 3 PM</p>
16.	<p><b>Date for the submission of Bids</b> Manner: (On E-Procwebsite <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>) Upto 04-09-2023 by 4PM</p>
17.	<p><b>Date/Time/Place of Technical Bid Opening</b> Date: 05-09-2023 Time: 3:00PM Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur</p>
18.	<p><b>Date/Time/Place of Financial Bid Opening</b> Will be intimated later to the Technically qualified bidders only</p>
19.	<p><b>Bid Validity</b> 90 days from the bid submission last date of bid submission.</p>
20.	<p><b>Language of Bid</b> English/Hindi</p>
21.	<p><b>Alternate Bids</b> Not permitted</p>
22.	<p><b>Bid submitted</b> Original bid: Unconditional and with no deviation</p>
23.	<p><b>Bidder's Detail:-</b></p> <p>a. Name of Bidder</p> <p>b. Address of Cor response</p> <p>c. Name of Authorized Signatory</p> <p>d. Mobile Number1</p> <p>e. Mobile Number 2, if any</p> <p>f. Telephone Number STD Code( )</p> <p>g. Fax Number STD Code( )</p> <p>h. Name of Website</p> <p>i. E-Mail1</p> <p>j. E-Mail2</p>

**Note:**

- 1) Bidder (authorised signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Envelops Bid - Two Parts, with DD for Bid Document Fees, Bid Security should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time
- 2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all of 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 Selectedbidders.
- 4) Bidder (authorised signatory) shall submit their offer both for technical and financial proposal on <http://eproc.rajasthan.gov.in> for Tender Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB or online on E-grass.

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- 5) \* In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee and Bid Security on or before the prescribed last date/time in the BDS, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Chief Electoral Officer" from any Scheduled Commercial Bank or online on E-grass
- 6) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 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) The provisions of RTPP Act, 2012 and Rules, 2013 thereto including amendment(s) shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto including amendment(s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.



**SCOPE OF WORK (SoW):**1) **Background:**

The Election Department, Government of Rajasthan has proposed that Live Web Casting of poll proceedings on poll day may be taken up about 50% of 51187 Polling Stations **divided into 6 zones** during Assembly elections 2023 in Rajasthan, using IP based webcam and connectivity of either 4G/3G broadband, WiMAX, DSPT etc. for effective monitoring of Poll in the Polling Stations without compromising the secrecy of voting in connection with Assembly election to Rajasthan Assembly, 2023. The webcasting is proposed based on local availability of connectivity inline with the directions of the Election Commission of India. The actual number of Polling Stations in which the web streaming to be taken up will be finalized based on the feasibility of net connectivity.

In view of the above, the Chief Electoral Officer, Rajasthan invites bids from the suitable bidders towards the Web Casting and related services for Assembly elections Rajasthan 2023 as per the Technical specification and terms and conditions as laid down in this Tender document. **The tender (NIB) is PAN India based but they should have representatives & office in Rajasthan.**

The Successful Bidder of this tender shall be required to work closely with the Officials of the office of the Chief Electoral Officer and the District Election Officers and the Returning Officers concerned to complete the work required, up to their satisfaction.

The Bidder should be fully and completely responsible to concerning Procurement entity/DEOs and State Government for all the deliveries and deliverables within the stipulated timelines.

The procurement entity reserves right to cancel part or complete bids without giving any reason there of which shall be accepted by all bidders.

Description for live webcasting for the state of Rajasthan as below

Assembly Election Rajasthan 2023	
Total Polling Station	51187
Polling Stations for Web Casting	26000 (Approx)

**Zones:**

The bidder may either quote for one Zone and/or any number of Zones or all the Zone mentioned in bid document. The L<sub>1</sub> for respective zone will be decided based on the lowest rates offered in the particular zone. However, a bidder can not be awarded more than 3 zones. However, the final decision and

discretion for allotment of Zones will remain with CEO, Rajasthan. Bid security has to be paid Zone wise. Incomplete bids will be treated as non-responsive and will be rejected. Zone wise detail is as below:

**ZONE-1 (BIKANER DIVISION)**

SR. NO	Name of District	No. of total polling Station	No. of Polling Station Under webcasting
1	Bikaner	1579	790
2	Ganganagar	1447	724
3	Hanumangarh	1275	638
4	Churu	1543	772
5	Jhunjhunu	1706	853
<b>TOTAL</b>		<b>7550</b>	<b>3777</b>

**ZONE-2 (JAIPUR DIVISION)**

SR. NO	Name of District	No. of total polling Station	No. of Polling Station Under webcasting
1	Jaipur	4529	2265
2	Dausa	1227	614
3	Alwar	2662	1331
4	Sikar	2051	1026
<b>TOTAL</b>		<b>10469</b>	<b>5236</b>

**ZONE-3 (JODHPUR DIVISION)**

SR. NO	Name of District	No. of total polling Station	No. of Polling Station Under webcasting
1	Pali	1650	825
2	Jodhpur	2543	1272
3	Jaisalmer	643	322
4	Barmer	2209	1105
5	Jalore	1355	678
<b>TOTAL</b>		<b>8400</b>	<b>4202</b>

**ZONE-4 (UDAIPUR DIVISION)**

SR. NO	Name of District	No. of total polling Station	No. of Polling Station Under webcasting
1	Udaipur	2187	1094
2	Dungarpur	1008	504
3	Banswara	1361	681
4	Chittorgarh	1488	744
5	Pratapgarh	548	274
6	Rajsamand	975	488
7	Sirohi	734	367
<b>TOTAL</b>		<b>8301</b>	<b>4152</b>



**ZONE -5 (AJMER DIVISION)**

SR. NO	Name of District	No. of total polling Station	No. of Polling Station Under webcasting
1	Tonk	1089	545
2	Ajmer	1918	959
3	Nagaur	2473	1237
4	Bhilwara	1887	944
5	Bundi	883	442
TOTAL		8250	4127

**ZONE-6 (KOTA DIVISION + BHARATPUR DIVISION)**

SR. NO	Name of District	No. of total polling Station	No. of Polling Station Under webcasting
1	Kota	1430	715
2	Baran	1020	510
3	Jhalawar	1127	564
4	Bharatpur	1756	878
5	Dholpur	920	460
6	Karauli	1020	510
7	SawaiMadhopur	944	472
TOTAL		8217	4109

Note: This Number may be increase or decrease as per the decisionand discreation of CEO. office

**Sucessful bidder has to undertake the live webstreaming on polling days of Rajasthan State Legislative Assembly Election, 2023 on turnkey basis, with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the Brief Scope of work given below:**

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up.
2. Supply and installation of internet connectivity.
3. The Video Streaming Solution, display multiple streams.
4. Training manual and training schedules.
5. Setting up the required equipments and related peripherals and carryout necessary integration at various Polling Booths across the Rajasthan State
6. Establishment of the centralized Help desk.
7. For Polling Stations: During the Polling, the Webcasting is to be carried out from the identified Polling Station on Poll Days.
8. State Level Control Room at CEO Office.
9. The number of Polling Stations, angle of the cameras to be placed and from which particular polling stations/location the live web casting streaming will be carried out.
10. For Web based streaming of audio & video, connectivity at booth.

**11. The vendor will be solely responsible for the installed equipments and other hardwares. The removal of all installed items will be done by vendor after polls in coordination with DEO office.**



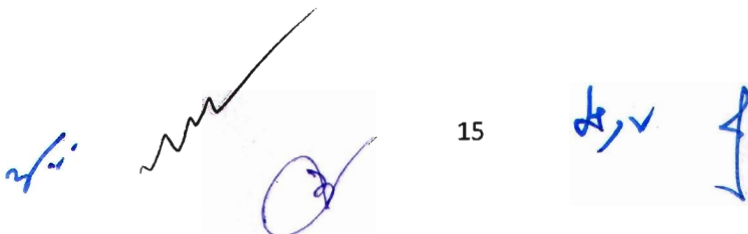


## 2.1 GENERAL INSTRUCTIONS

- a. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b. It will be imperative for each Bidder(s) to familiarize himself/ themselves with the prevailing legal situations for the execution of contract. The office of CEO, Rajasthan(ED) shall not entertain any request for clarification from the Bidder regarding such legal aspects for submission of the Bids.
- c. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments on other contracts awarded under this tender will be entertained by the Office of the CEO, Rajasthan. Neither any time schedule nor financial adjustments arising therefrom shall be permitted on account of failure by the Bidder to apprise himself.
- d. The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced with ECI guideline in the subject matter. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f. The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.
- g. The Bidder should be fully and completely responsible to the office of the CEO and the DEO for all the deliveries and deliverables.
- h. **The Bidder will have to deposit Bid Security amount of Rs. 2.5 Lakh for each zone (i.e. Rs.2.5 Lakh for 1 zone, Rs.5Lakh For 2 zones, Rs. 7.5 Lakh for 3 zones, Rs. 10 Lakh For 4 zones, Rs.12.5 Lakh For 5 zones & Rs. 14.5 Lakh for 6 zones) in a sealed cover at CEO office, Rajasthan with the heading "Bid Processing fees & Bid Security for the e-Tender No. . for providing services of Webcasting at various Polling Booths on behalf of Office of the Chief Electoral Officer, Rajasthan, Jaipur."**

## 2.2 Guidelines of Election Commission of India

- a. During webcasting/recording of video in polling stations, it should be ensured that the camera is placed at sufficient height, say 7-8 ft. above the ground.
- b. The camera should be placed on a stable & sturdy platform or on a wall mounted stand and kept in fixed position.
- c. The position of the camera should be such that a broad view of the following aspects of elections (poll) proceedings are clearly captured and transmitted.



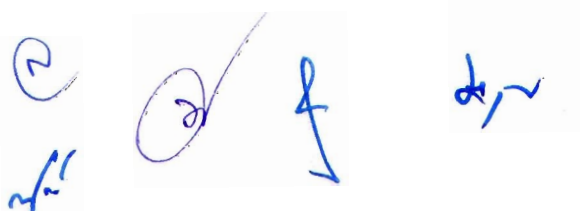
- i. Process of identification of voter by Polling Officer;
  - ii. Application of indelible ink on the finger of voter;
  - iii. Initialization of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
  - iv. Voter's visit to Voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit so that voter's secrecy is preserved under all conditions.
  - v. Presence of Polling Agents to the possible extent.
  - vi. Closing of poll.
  - vii. Sealing of EVM (BU/CU), VVPAT if used and giving copies of form 17-C to polling agents.
- d. The web-camera should be set up at the polling station on the P-1 day and a dry run of the webcasting should be done under the supervision of Returning Officer (RO) the name and number of polling stations along with date of poll should be pasted at such a place so that the camera view will always display throughout. **The Booth level officer** and the sector officer concerned should give polling station wise certificate to the Returning Officer that web casting arrangement have been made as specified above and are function properly on the basis of above certificates, the District Election officer shall furnish a consolidated report to the Chief Electoral Officer for onward submission to the commission.
- e. The RO shall prepare signage of size "30 Inch by 18 Inch" with colour scheme of back letters on fluorescent yellow background, having the following text- "YOU ARE UNDER WEBCAMERA/CCTV SURVIELLANCE". These signage shall be displayed prominently at multiple locations, inside and outside the Polling booth.
- f. The camera should be setup at the polling station on the previous day of the poll and dry run of the web casting should be done under the supervision of Returning Officer (RO) the name and number of Polling Stations along with date of Poll should be pasted at such place so that the camera view will always display the information throughout.
- g. Further, it must be ensured that in the frame work used for webcasting, advertisement of any kind is not displayed.

**3) Contract Period**— One year from the date of order given by department..

**4) Selection of vendor for Live Webcasting-**

The bid is finalized in such a way that the bidders would be allotted work whose bid are technically accepted and quoted rates would be the financially the lowest i.e. L-1. Financial bids of only technically qualified bidders will be opened.

(a) All the eligible bidders will be marked whose Financial Bids have been opened, L-1 (Lowest bidder), L-2 (next to the lowest bidder) and so on.





- (b) Bidding process will be carried out in Zone wise manner and L-1 bidder will be restricted to get maximum three zones for the task, so that the quality of work doesn't get compromised and an agency can execute the work of Webcasting efficiently.
- (c) If L-1 bidder and L-1 rate are received same for all zones, and as L-1 bidder will be restricted to get maximum three zones, work shall be allotted to L-2 bidder on L-1 rate for all these zones.
- (d) Zones will be allotted for webcasting at L-1 rate.
- (e) Bidders may participate for work of web casting for 1 or more zones as clarified in previous pages.

**5) Management, Supervision of Supply/Coordination etc. by selected bidder:**

Successful selected bidder have to establish a setup in the district mentioned of Rajasthan appropriately to coordinate, track, manage and control services. SPOC (single point of contact) of selected bidder shall be intimated to all district offices and CEO office along with email, fax and landline number etc. The successful bidder shall be responsible for live webcasting in districts. It shall be counted in the delay or any interruptions in service on which LD clause will be applicable.

**6) \*\*Role of DEO for this Bid:**

The role and responsibility of the DEO (Collector), shall comprise of the following:

This bid is being invited by the Election Department on behalf of the District Election Officers due to Minimizing the total cost and early supply looking to the volume. All DEO's of Rajasthan ,therefore, will be acting as Procurement entity for their district .Offers have been invited centrally only to get reasonable and competitive rates for the subject matter of the bid .

After executing the agreement ,all the DEO's of the state have been delegated powers to perform all (post agreement) activities and duties as they are procuring entity ,such as order placing/processing on time, foresee requirement leading to placing order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensures orders adhere to agreement, payment on their own as per supply without any need of approval /information of this department, auditing, testing/checking, grievance redressal ,approve the ordering goods, terminate due to selected bidder become defaulter ,finalize purchase details of orders and deliveries ,supervising compliance with rules and procedures , etc. (but not limited to these only).

After executing the agreement, DEO has been delegated powers to perform all (post agreement) activities and duties as Procuring En

For this bid, after executing of the Agreement, DEO of the District shall be discharging post

Agreement jobs/activities. All the responsibilities regarding this bid shall be of DEO concerned.

1. **DEO shall issue work order to vendor on the basis of directions issued by CEO office.**
2. **The DEO is solely responsible for the site preparation, if any, before the scheduled installation dates.**
3. **If there is any cancellation of the work after issuing the work order, it will be intimated within 24 Hours time in advance.**
4. **DEO will ensure internet connectivities and availability of power in all Polling Stations.**
5. **The DEO will ensure that ordered items will be delivered, installed and commissioned prior 2 days of Polling Day as per directions given to the Vendor.**
6. **It will be ensured that ordered items shall be delivered, installed and commissioned 3 days before the polling, as instructed by District Electoral Officer (DEO) & 1 day before polling day for mock trial by Chief Electoral Officer (CEO).**
7. **DEO will nominate technical official in the district as nodal officer webcasting to coordinate and facilitate for webcasting.**
8. **Mock trials- one day before checking at CEO office, ECI, DEO and RO office.**

**7) Role of Vendor:**

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day events during the State Assembly Elections -2023. Rajasthan with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items and ensure following along with brief scope of work given on page no. 16-17-

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in polling stations the secured cloud environment.
2. Supply and installation internet connectivity for use in the identified polling stations on the polling day.
3. On Polling day IT Manager will be available for supervision for IT Support as below.
4. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations on TV (s) for viewing in the Offices of the CEO, DEO & ROs and ECI.
5. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
6. Establishment of the centralized Help desk in CEO Office and DEO Office to manage and fix the complaints/issues coming up on the Polling days.
7. The bidder is required to deploy man power as per mentioned.
8. For Polling Stations: During the Polling, the Webcasting is to be carried out from the identified Polling Station on Poll Days
9. The number of Polling Stations, angle of the cameras to be placed and from which particular polling stations/location the live web casting streaming will be carried out.
10. For Web based streaming of audio & video, connectivity at booth.
11. The vendor will be solely responsible for the installed equipments and other hardwares. The removal of all installed items will be done by vendor after polls in coordination with DEO office.
12. State Level Control Room at CEO Office
13. Mock trials- one day before checking at CEO office, ECI, DEO and RO office in coordination with DEO office.
14. The bidder shall also provide the facilities, in the offices of RO, DEO & CEO to view the live feeds of



Biddocumentforlive webcasting  
the polling day activities smooth on existing TV/PC of respective offices.

### (7B) Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1week, from the start of the assignment. The bidder shall Provide Progress Reports consisting of
  - a. All works performed by the bidder.
  - b. The Time Sheets/Attendance duly counter signed 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 purposes.
4. Final Report with in 2 weeks of closure of all activities stipulated in the contract.
5. The reports may be submitted in hard copy and in soft copy (through e-Mail / MIS /Shared Folder over Internet) to the officers concerned.
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer webcasting(technical nominated by DEO), within 4 days after each event (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 punishmentas per law. The HDD shall be provided by the bidder at his own cost.

### Supply, Installation and Commissioning

1. Delivery: The ordered items shall be delivered, installed and commissioned **prior two days** before the polling day as per direction of DEO. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation.A reportin this respect shall be submitted to CEO & DEO.
2. The DEO is solely responsible for the site preparation,if any,before the scheduled installation dates.
3. The details of the representatives responsible for attending the **services managers 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 CEO & DEO.
4. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
5. 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 CEO & DEO.
6. 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)Technical Specifications and activities

## Task1: Hosting of the web based streaming software:

The bidder shall deploy suitably secured proven web based software, that has 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 atleast 4k bps audio in a good quality. This may be either encoded with in the video stream or recorded as a separate stream.
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 frame work 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 webcasting of DEO office.**
8. 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 FireFox and Apple Safari.
9. The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording.
10. The software shall provide video streaming URL with password protection to view district wise, Assembly constituency wise and polling station wise videos which are streamed from the polling stations. The software shall provide for secure data streaming over the internet, with viewing access only to the 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
11. The software shall include options for
  - a. Connectivity status of web camera/IP camera from the polling stations whether the stream is 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 stations wise video
12. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
13. The software provided should have been developed by the bidder and 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.

14. 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.
15. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
16. 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.
17. 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.
18. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. 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.
19. 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.
20. The data should in no point be hosted outside India and bidder will not access the data unless authorised by the CEO/DEO.
21. 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.
22. 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 4G/3G/2G/broadband, WiMax, DSPT etc., based on local availability.
23. At the end of each event, the web streamed data along with required reports, shall be made available within 4 days to the Client in a Hard disk for later retrieval and usage as necessary.
24. 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.
25. The client shall also ensure the safety of the equipments such as Laptops, internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.
26. The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause.
27. **This software should be vetted from CEO a week before deployment. The bidder shall provide access to dashboard view for more than one 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.**




## Task2. 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.
2. Number of Locations for Video & Audio Recording : (input numbers) (approximately)
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 Mega pixel 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 .05 lux.
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 1920 x1080.
5. The bidder has to provide the suitable internet connectivity on all locations of installation of cameras for the services rendered by the bidder at no extra cost.
6. The bidder is required to have at least two dry/trial runs of the process, to satisfy the Client that their systems are in good working condition at least two days before the poll.
7. In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue by the bidder. Payment for re-poll day will be paid extra as per rate contract his will not entail additional financial commitment.
8. 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.
9. 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.
10. 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.
11. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet / network bandwidth to accommodate the multiple video streaming.
12. 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.
13. The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling in each Control Centre.
14. The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.

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15. 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.
16. Number of Days required for recording at each location : 1 day [References to Day means 24 hours or part thereof
17. Manpower is to be deployed at DEO office for each 06 zones, one manpower at each DEO office at one manpower at each RO office.
18. The bidder shall also provide the facilities, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smooth on existing TV/PC of respective offices.



### Task3: 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. One technical manager is to be appointed by each successful bidder for CEO office and 1 technical person to be provided each at DEO level and RO level respectively for monitoring entire webcasting process.
3. The help desk should be operational on 2 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.
4. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.
5. The CVs of all the personnel, being deployed should be provided. 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.
6. The following details shall be provided by the bidder in the CVs – Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.
7. There may be 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.
8. The personnel shall be required to operate around day of polling process from each of the Centre posted, in each of the (Legislative) Assembly Constituency.
9. 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.
10. Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
11. Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
12. Any other tasks found necessary for the successful live streaming of the videos.



13. 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.

**Task4: 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:
  - 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.

**Appendix**

**Technical Specifications of the camera**

During Polling	IP based web camera
	3 Megapixel minimum
	night vision capability
	wide angle with 30/170 degrees coverage
	ONVIF profile S Complaint
	H.264 compression
	minimum illumination of .05 lux.
	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.
	display should be supported is 1920x1080.

**NOTE-CEO Office may call technically selected firms for presentation and demonstration in front of p the committee**

*(Handwritten signatures and initials)*

Manpower to be supplied

	Number	Remarks
CEO office	6	One for each zone
DEO office	33	One at each DEO office
R.O. office	200	One at each R.O. office

*Handwritten notes in blue ink, including a circled '2' and some illegible scribbles.*

*Handwritten signature in blue ink, consisting of a circle with a checkmark and a vertical line below it.*

*Handwritten initials 'ds, v' in blue ink.*

*Handwritten signature in black ink, appearing as a stylized, jagged line.*

**ELIGIBILITY/QUALIFICATIONCRITERIA**

A bidder participating in the procurement process shall possess the following minimum pre-qualification/eligibilitycriteria:(To be submitted with technical bid)

S. No.	Basic Requirement	Specific Requirements	Documents Required	Bidder's Compliance (Yes/No)
1	Bidder's Legal Entity (Joint Venture or Consortium or Association of Bidders shall be allowed)	<p>The bidder should be duly registered Under either the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union. (Note: A self-certified Declaration regarding the non-applicability of registration to Any Act should be submitted by the bidder) OR A company registered Under Indian Companies Act, 1956 Or Indian Companies Act, 2013 OR A Partnership firm registered under Indian Partnership Act, 1932.</p> <p>The bidder should have been in the webcasting/IT/IT enable services/telecommunication business/video recording services/internet service provider for at least five years as on 1.04.2023</p>	<p>a. Address of residence and office, telephone numbers email address, if any in case of sole Proprietorship</p> <p>b. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid</p> <p>c. Work orders/Certificate/Registration certificate which depict experience in the field an in terms of years.</p>	Copy to be enclosed
2	Consortium of Bidders	<p>The Prime bidder or the Consortium Partner should have executed any IT/IT related services/projects.</p> <p>Consortium of Bidders is allowed With maximum of one partner.</p> <p>One of the partners shall be Designated as Consortium Partners.</p>	<p>(a) Consortium partners individually should submit the Certificate of Incorporation/Registration from the appropriate Authority.</p> <p>(b) Copy of Consortium Agreement</p>	Copy to be enclosed
3	Establishment	<p>(a) Bidder should have establishment of at least 3 years</p> <p>(b) The bidder should preferably have established office in Rajasthan or successful bidder will be required to establish/open branch office within 3 days of selection.</p>	<p><b>Documents Required:</b></p> <p>(a) Year of Establishment (copy of registration) Address proof</p> <p>(b) Successful Bidder will provide Lease Agreement/ Rent Agreement with address if, office is opened after selection.</p>	Copy to be enclosed
4	Experience	Bidder must have experience of carrying out multiple Location live web streaming(web	1. Bidder should have minimum one order of	Copy to be enclosed



	<b>Based audio &amp; video streaming From multiple locations)for at least one customer references.</b>	<b>Rs. 20 lacs or above for at least one customer references. In case of bidder applying for multiple zone, the value of the order will be in multiple of 20 lac.</b>	<b>Biddocumentforlive webcasting</b>
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S. No.	Basic Requirement	Specific Requirements	Documents Required	Bidder's Compliance (Yes/No)
5	Financial Turnover	<p>a. The bidder should have a minimum turnover of Rs. 50 Laacs in any of the last two financial years, if the bidder is quoting for 1 zone.</p> <p>b. The bidder should have a minimum turnover of Rs. 75 Laacs in any of the last two financial years, if the bidder is quoting for 2 zone.</p> <p>c. The bidder should have a minimum turnover of Rs. 100 Laacs in any of the last two financial years, if the bidder is quoting for 3 zone.</p> <p>d. The bidder should have a minimum turnover of Rs. 125 Laacs in any of the last two financial years, if the bidder is quoting for 4 zone.</p> <p>e. The bidder should have a minimum turnover of Rs. 150 Laacs in any of the last two financial years, if the bidder is quoting for 5 zone.</p> <p>f. The bidder should have a minimum turnover of Rs. 175 Laacs in any of the last two financial years, if the bidder is quoting for 6 zone.</p>	Audited Balance Sheet of last 3 FY (2020-21, 2021-22, 2022-23) along with CA Certificate with CA's Registration Number/Seal	Copy to be enclosed
6	Financial Net Worth	Positive	CA Certificate with CA's Registration Number/Seal	Copy to be enclosed
7	Tax Registration and Clearance	The bidder should have a registered number of GST i. GSTIN where his business is located ii. Income Tax/PAN number.	Copies of GST registration Last Quarter GST returned filed copy Copy of Permanent Account No. Issued by Income Tax Department Copy of Permanent Account	Copy to be enclosed
8	Mandatory Undertaking	a) Bidders should not be in solvent, in receivership,	A Self Certified letter as per (Self-Declaration)	Copy to be enclosed

	<p>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;</p> <p>b) not have, and their 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;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p> <p>e) Not have been black-listed by any Government or any government Statutory agency.</p> <p>f) Not submit the contract, if awarded.</p> <p>g) Have submitted only one bid only.</p>	
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## **INSTRUCTION TO BIDDERS(ITB)**

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

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid .The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price manually while submitting the Bid.

### **2) Bid Prices**

- a) The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified in bid document.
- b) Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- c) All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges except GST, which should be shown separately. No cartage or transportation charges will be paid by department and the delivery.

### **3) Pre-bid Meeting/Clarifications**

- a) Pre-Bid query submission, redressal etc management shall be done by sending e-mail or hard copy in the department. Only date of Pre-Bid meeting and the responses to the queries would be available on sPPP portal .
- b) Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to [ceojpr-ri@nic.in](mailto:ceojpr-ri@nic.in). and In case the soft copy of the dully filled in Pre- Bid query format is uploaded on SPPP portal and <http://eproc.rajasthan.gov.in> website then it would not be entertained and processed.
- c) A pre-bid conference is also scheduled by the procuring entity 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.
- d) Prospective bidders may attend Pre-bid meeting. The procuring entity may clarify doubts of only to potential bidders in respect of the project which are given in written in the **prescribed format** received with in the time frame given in the bid document and a softcopy to the email address

Given here in. **Beyond prescribed time, no PBQ shall be tertained and rejected.**

- e) The period with in which the bidders may seek clarifications under (a) above and the period with in which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - a. Last date of submitting clarifications requests by the bidder: as per bid document
  - b. Response to clarifications by procuringentity: as per bid document
- f) The finalised minutes and responses, if any, shall be provided through **sppp/e proc** to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids.

#### 4) **Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of Bids, the procuring entity 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) Incase, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity 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.

#### 5) **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 shall be rejected by the procuring entity as non- responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for anadditional 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.

#### 6) **Submission of Bid**

- a) The bid is for "Selection of Vendor for LiveWebcasting of Polling Stations during state Assembly-Election2023"
- b) All prospective bidders advised to carefully go through the bid document provided on the variouswebsites as mentioned inthe bid-document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the Statee-Procurement Portal, <http://eproc.rajasthan.gov.in>
- c) The bidders required to digitally sign each page of the bid a satoken of acceptance of

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bid by the authorised signatory failing which the bid may liable to be non responsive and rejected. The signed bid shall be uploaded using DSC to e-Proc website the <http://eproc.rajasthan.gov.in>

- d) All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.
- e) Technical bid containing Eligibility Criteria and technical aspects/ information/ documents should be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document..
- f) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- g) Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- h) The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid.

#### 7) Opening of Bids

- a) The Bids shall be opened by the BEC/DPC 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) Only Technical bids will be opened first and PE will evaluate Technical Bid(s) as per criteria set forth in this Bid Document or RTPP Rules.
- c) The Financial Bids will remain unopened until the technical bid evaluation is done. The date/time of the opening of Financial Bids will be intimated by the Procuring Entity.
- d) If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness
- f) The qualified agencies will be shortlisted during the technical evaluation.
- g) The committee of official of the department may inspect the vehicles being provided and may visit the office premises.
- h) The Financial Bid shall be kept unopened and shall be opened later on the date and

Time in timated to the bidders who qualify in the evaluation of technical bid.

- i) The committee or official of the department may inspect the vehicles being provided and may visit the office premises.

**8) Documents comprising the Bid, Bid submission, Formats, Price Schedules and Signing of Bids**

- a) The PE shall not consider any bid or its related documents, material, original instrument(s) etc. that arrives after the deadline for submission of bid, such bid shall be declared late, rejected, and returned unopened to the bidder.
- b) All the documents should be signed by the authorized signatory of bidder, as defined in the bid as the case may be.
- c) The Bid shall be prepared according to the procedure mentioned in the bid documents.
- d) The Technical Bid shall contain the following:
  - i. Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms and Declarations related to Technical Bid and Code of Integrity given as specified in annexure/appendix/bid forms in the Bid Document (Note: If the prescribed formats provided in the Bid Document only, are not duly filled in as per the requirement of Bid Document, the bid shall be treated as non-responsive bid and lead to rejection);
  - ii. Proof of payment of price of Bidding Document, Bid Security declaration on Rs.50 Non-Judicial stamp in accordance with Bid Document;
  - iii. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
  - iv. Documentary evidence in accordance with Bid Document establishing the Bidder's eligibility To bid;
  - v. Any other document required in the BDS; and
  - vi. Others considered necessary other wise to strengthen the Bid submitted.

**Note**

# -Clear and legible copy duly signed by authorised signatory must be presented on or before prescribed last date/time.

All the other formats be duly filled in and other necessary documents making the bidder eligible technically must be signed by the authorised signatory appropriately and then signed bid must be uploaded on or before last date/time.

**9) 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 Language. Supporting documents and printed literature that are part of the Bid may also be in English / Hindi.



**10) Alternative/Multiple Bids**

Alternative/Multiple Bids shall not be considered at all.

**11) Bid Security**

Bidder shall deposit Bid security with Bid Documents or before submission of bid documents.

**Online Submission of Bid Security, bid document Fee and RISL processing fee**

Bidder may also deposit sum amount required bid security, bid document fees and RISL bid processing fees in consolidation on **e-GRAS**, online government of Rajasthan revenue receipt system at web portal <http://egras.rajasthan.gov.in/> following this procedure:-

Election Department, Jaipur			
Particulars of Items	Budget Head	Amount in Rs.	Remarks
Bid Document Fees	0075-00-800-52-01	1250	
Bid Security	8443-00-103-00-00	2.50LakhsperZone	
RISL processing Fees	8658-00-102-16-01	1000/-	

-Bidders are required to register as registered user on **e-GRAS** web portal.

- Bidders are required to deposit the above mentioned sums in rupees against bid security, Bid document fees and RISL fees in respective budget heads at **e-GRAS** portal through online payment gateway system.

- After successful payment of all above fees in a single challan, Bidder will generate CIN no. receipt. Bidders are required to upload scanned copy of CIN no. receipt along with their technical bid proposal at procurement portal <http://eproc.rajasthan.gov.in/> In absence of CIN no. receipt bid proposal may be rejected.

- For more information regarding above procedure of **e-GRAS** the bidder are suggested to go through circular no:-

- (i) F.6(5)FD/GD&AR/2018 dated 27.04.2020 of finance department of Rajasthan government.
- (ii) F.6(5)FD/GD&AR/2018 dated 09.07.2020 of finance department of Rajasthan government.

E-In case of failure of E-Challan generation or deposit through e-GRAS in proper manner, The bid document fees, bid security fees and RISL processing fees can be deposited by Demand draft/Banker Cheque to be submitted to Chief Electoral Officer, Rajasthan.

For help please see <http://egras.rajasthan.gov.in/userManual/eGRAS.pdf>

How to deposit bid fee on e-GRAS:-Please visit on <http://egras.rajasthan.gov.in>

To participate in e-GRAS, one has to click on new user creation and required to fill up their credentials. Once the login ID is generated then one is authorized to use e-GRAS for all types of challan submission.

After log in on <http://egras.rajasthan.gov.in>

Service challan– choose department(204 Election department)-select service(tender fee, Eproc)- Cont..

Then select district jaipur-Office name(22294: Dysecy to Govt. of Rajasthan & Joint CEO Jaipur)

And fill the amount according above mentioned budget head.

- a) The bid security of unsuccessful bidders/bid security declaration shall be null and void soon after final acceptance of selected successful bid and signing of Agreement and submitting performance security.
- b) Bids security shall be returned in the following cases:-
  - a. Bidders are not the successful selected bidder;
  - b. the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
  - c. Thirty days after the expiration of Bid;
  - d. The cancellation of the procurement process; or
  - e. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted

#### 12) Deadline for the submission of Bids

- a) Bids shall be submitted up to the time and date specified in the NIB or an extension issued thereof, if any.
- 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 procuring entity. 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 the State Public Procurement Portal and <http://eproc.rajasthan.gov.in>, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of

their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document.

- c) 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.

Late Bids: The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

### 13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the BEC/DPC 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 website/email.
- 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.

### 14) Evaluation & Tabulation of Technical Bids

#### a) Determination of Responsiveness

- a. The BEC/DPC shall determine the responsiveness of a Bid on the basis of bidding document And the provisions of pre-qualification/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 with holding 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 procurements pecified 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 BEC/DPC 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 procuring entity 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.

**b) Non-material Non-conformities in Bids**

- a. Provided that a Bid is substantially responsive, the Procuring Entity may waive Any non conformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
- b. the Procuring Entity may request that the Bidder to submit the necessary information or documentation, on or before specified date/time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with there quest may result in the rejection of its Bid.
- c. The BEC/DPC may rectify non-material non-conformities or omissions on the basis of the Information or documentation received from the bidder under (b) above.

Note: In case of above situation, all the clarification/information/documents sought by The BEC/DPC shall be uploaded on sPPP portal website for specific bidder(s) and with in the specified date/time the Bidder(s) has/have to respond with sought information/documents in proper manner.

**c) Tabulation of Technical Bids**

If Technical Bids have been invited, they shall be tabulated by a Committee (DPC/BEC) constituted on be half of PE in the form of a comparative statement to evaluate the

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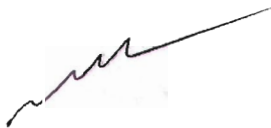
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qualification of the bidders against the criteria for qualification set out in the bidding document.

- d) The number of firms qualified in bid evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- e) The bidders who qualified in the technical bid examination, their financial bid would only be opened.



#### 16) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the BEC/DPC in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) Conditional Bids are liable to be rejected;
- d) The examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities
- e) The offers shall be examined and marked L-1, L-2, L-3 etc.
- f) the Committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) 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.

#### 17) Correction of Arithmetic Errors in Financial Bids

The BEC/DPC shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:-

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BEC/DPC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

If the Bidder that submitted the lowest examined Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its **Bid Securing Declaration shall be executed.**

**18) Price/purchase preference in evaluation**

Price and/or purchase preference notified by the State Government(GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

**19) Negotiations**

- a) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The BEC/DPC shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the DPC, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- d) Negotiations shall not make the original offer made by the bidder inoperative. The BEC/DPC shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

**20) Procuring Entity's Right to accept any bid and to reject any oral bids**

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

**21) Exclusion of Bids/ Disqualification**

A procuring entity shall exclude/disqualify a Bid, if:-

- a. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- b. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- c. The bidder is not qualified as per pre-qualification/eligibility criteria mentioned in the bidding document;
- d. The Bid materially departs from the requirements specified in the bidding document or it contains false information;

- e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other government authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- g. A Bid shall be excluded/disqualified as soon as the cause for its exclusion/disqualification is discovered.
- h. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing And shall be:-
  - a. Communicated to the concerned bidder or
  - b. Published on the State Public Procurement Portal, if applicable.

**22) Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the BEC/DPC may end-up with one responsive Bid only. In such situation, the BEC/DPC would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive bid, provided that: -
  - a. The Bid is technically qualified;
  - b. The price quoted by the bidder is assessed to be reasonable;
  - c. The Bid is unconditional and complete in all respects;
  - d. There are no obvious indicators of cartelization amongst bidders; and
  - e. The bidder is qualified as per the provisions of pre-qualification/eligibility criteria in the bidding document
- b) The BEC/DPC shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of DPC, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

**23) Acceptance of the successful Bid and award of contract**

After selecting of bidder who have participated in the bid and quoted/agree to supply items on the financially lowest price (technically qualified) during the contract period.

- a) The procuring entity after considering the recommendations of the BEC/DPC and the conditions of



Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the BEC/DPC has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) The procuring entity shall ensure that the price of selected successful bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall select successful bidders whose financial offers have been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful selected bidders, in writing, that its Bid has been accepted.
- g) As soon as a short-listing of bidders up to 2 in numbers is accepted by the competent authority, its written intimation shall be sent to the concerned bidders by registered post or email and asked to execute agreement(s) in the format given in the bidding documents on a non-judicial stamp of value mentioned in the Bid and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within no. of days as mentioned in the document from the date on which Letter of Acceptance (LOA) or Letter of Intent (LOI) is placed with successful selected bidder. Until a formal contract is executed the LOA or LOI shall constitute a binding contract.
- H. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful selected bidders is signed and its performance security is obtained.

#### 24) Information and publication of award

Information of award of contract shall be published on the Raj. State Public Procurement Portal i.e.

<http://sppp.rajasthan.gov.in> and <http://eproc.rajasthan.gov.in>

**25) Right to vary quantity**

- a) If the procuring entity 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.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - i. upto 50% of the value of goods or services of the original contract.
- c) Work quantity can be divided among more than one bidder on L-1 rate at the discretion of procuring entity

**26) Performance Security**

- a) All the successful bidders have to execute agreement and furnish performance security.
- b) Prior to execution of agreement, Performance Security shall be solicited from the successful selected bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- c) The amount of performance security shall be 5% or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- d) Performance security shall be furnished in any one of the following forms:-
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, 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;
  - c. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Chief Electoral

Officer 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.

- e) Performance security furnished in the form specified in clause [c.] of c) mentioned just above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- f) Failure of the successful bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- g) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. when the Bidder selected does not execute the agreement in accordance with the bid within the specified time period; after issue of letter of acceptance/ placement of supply order; or
  - b. when the Bidder selected fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
  - c. when Bidder selected fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
  - d. When any terms and conditions of the contract is breached; or
  - e. Failure by the Bidder selected to pay the Procuring Entity any established dues under any other contract; or
  - f. if the Bidder selected breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.
- h) Notice will be given to the bidders selected with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
- i) No interest shall be payable on the Performance Security deposited by the bidders.

**Note: Bid security of the successful bidders will be adjusted as performance security. (remaining amount, if any, can be deposited/adjusted in the form of Cheque/DD/BG/FD)**

27) Execution of agreement



- a) In the written intimation of acceptance of its Bid sent to the successful bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
- b) If the successful bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
- c) The Bid Security of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful bidder is signed and his Performance Security or Performance Security Declaration is obtained.
- d) The bidders will be required to execute the agreement on a non-judicial stamp of appropriate Amount as per Procurement Rules which can be purchased from any where in Rajasthan only.

**28) Confidentiality:**

- a) Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- b) Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
- c) Notwithstanding as mentioned in the Bid Document, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
- d) In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, 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.

**29) Cancellation of procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the



Procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it-
  - a. At any time prior to the acceptance of the successful Bid; or
  - b. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decisions shall be immediately communicated to all bidders that participated in the procurement process.
- e) 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 procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may:-
  - a. Cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

**30) 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) Any person participating in the procurement process shall-
  - I. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - III. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

- V. not indulge in 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;
  - VI not obstruct any investigation or audit of a procurement process;
  - VII dis close conflict of interest, if any; and
  - VIII dis close any previous transgressions with any Entity in India or any other country during the last three years or 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: -
- a Exclusion of the bidder from the procurement process;
  - b calling-off of pre-contract negotiations and for forfeiture or encashment of bid security;
  - c For forfeiture or encashment of any other security or bond relating to the procurement;
  - d Recovery of payments made by the procuring entity along with interest there on at bank rate;
  - e Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

**31) Conflict of interest:**

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a) Have controlling partners/share holders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representative for purposes of this Bid ; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e) the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as an engineer-in-charge/consultant for the contract.
- h) The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and as stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.

Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, 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 action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

**32) 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 selected bidders;
- c) Fails to enter into procurement contract after being declared the successful selected bidders;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful selected bidders, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 50 lacs rupees or 10% of the assessed value of procurement, whichever is less.

**33) Grievance handling procedures during procurement process (Appeals)**

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bid, in accordance with the provisions of RPPP Act & thereto, Rules and as given in Appendix to this bid.

**34) Offenses by Firms/Companies**

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall

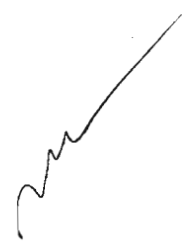
Be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Not with standing anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operativesociety, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### 35) 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 three years commencing from the date on which he was debarred.





- C) If a procuring entity 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 three years.
- d) Where the entire bid security or the entire performance security or any substitute there of, as the case may be, of a bidder has been forfeited by a procuring entity 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 three years.

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**GENERALTERMSAND CONDITIONSOFTENDER& CONTRACT**

Bidders should read these conditions carefully and comply strictly while sending their bids.

The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

**1) Contract Documents**

SubjecttotheorderofprecedencesetforthintheAgreement,alldocumentsformingtheContract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**2) Language**

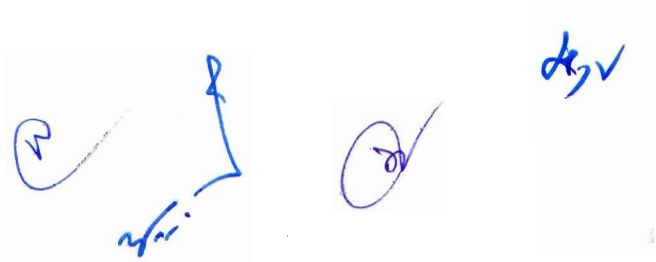
- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided 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.

**3) 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) Biddermustquoteproductsinaccordancewithaboveclause"Eligiblegoodsandrelated services".

**4) Scope of Supply or Schedule**

- i. Subjecttothevisionsinthebiddingdocumentandcontract,thegoodsandrelatedservices to be supplied shall be as specified in the bidding document.
- ii. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specificallymentionedintheContractbutthatcanbereasonablyinferredfromtheContract



as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c) The successful selected bidders shall supply goods within the period as mentioned in the BDS.

**5) Delivery & Installation (whichever is applicable)**

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 the bidding document. 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.

b) The contract for the supply can be repudiated at any time by the purchase 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.

**6) Supplier's/Selected Bidder's Responsibilities**

The Supplier/Selected Bidders 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.

**7) Purchaser's Responsibilities**

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.

**8) Contract Price**

c) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deduction therefrom, as may be made pursuant to the Contract.

d) Prices charged by the Supplier/ 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.

**9) Recoveries from Supplier/Selected Bidder**

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

f) Amount may also be withheld to the extent of short supply, breakages, and 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 department.

g) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

12) **Taxes & Duties**

- a) The prevailing taxes, charges etc., if applicable, shall be deducted at source by PE as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, 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.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) **Copyright**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14) **Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the

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Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:-
- i. the Purchaser or Supplier/Selected Bidder need to share with other institutions participating in the Contract;
  - ii. now or hereafter enter the public domain through no fault of that party;
  - iii. can be proved to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

**15) Specifications and Standards**

- a) All articles supplied 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 as laid in the bidding document. The supply shall be of the best quality and description. The decision of the concerned DEO whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

**16) Inspection**

Inspection shall be made by P.E./Department and DEO(s) or his authorized representative at Polling stations at any time.

**17) Rejection**

- a) Articles not approved during inspection shall be rejected and will have to be provided by the bidder at his own cost immediately .
- b) If, however, due to exigencies of DEO's/PE's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer/DEO after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates (as payment will be made by the Department). The deductions so made shall be

final.

- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder immediately after intimation of rejection, after which Purchase Officer/DEO shall not be responsible for any loss or damage that is the selected bidder's risk and on his account.

**18) Payment Terms and Schedule:**

- a) No advance Payments shall be made.
- b) 100% Payment of live web casting will be release to the contractor firm after successfully completion of work and receiving the following of web casting in shall be made as per details mentioned below by the concerning DEO within a month's time otherwise all the consequences shall be of the DEO concerned in person\*, after submission of an invoice by the successful selected bidder in a triplicate for payment: -
  - On Completion of live webcasting;
  - After deducting all types of penalties, due to any reasons mentioned in the bid, if any. The

following will be the Milestones and Payment

SN	Milestone	Payment made by	By Date
1.	Inception Report Submission	By DEO	Within 15 days after the completion of polling events
2.	Training Documents and Multimedia content & Training for all officials concerned	By DEO	
3.	Two Trial runs and satisfactory Certificate before two days of poll day	By DEO	
4.	Submission of all other project deliverables and final report	By DEO Payment in full	

**19) PENALTIES:**

**I. Risk and Cost:**

In case, the contractor doesn't commence the work as required by PE within the stipulated period, the work can be allotted to other Service Provider at bidder's the risk and cost. Penalties will be calculated on respective booth-wise .

**II. Penalty/ Deduction**

a. 100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Election Days as declared by the procuring entity and shall be applicable for 24 hours or as decided by the client.

**3.1 Online Mode for Polling Station**

SERVICE AVAILABILITY(ateach polling station)	Deduction from cost quoted for a polling station- online mode
99.9%to 100%	0%
98%to <99.8%	5%
95%to <97.9%	15%
90%and <94.99	25%
Below90%	40%

- a. Note: 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/ External hard Disk within 15 days to the officials concerned. In such cases where the bidder is not able to make the streamed available on DVD/External Hard disk, the polling stations would be counted as ½ value for deduction purpose.
- b. All the Polling data must be copied in to External Hard Disk and made available to the RO/DEO and CEO office within 15 days from the date of completion of work.
- c. AnUndertakingfor non-retentionof recordeddata gatheredfrom WebStreamingof Videoand audiofor Election to Rajasthann Legislative Assembly 2023 as to be submitted to CEO office.

20) **Settlement of Disputes/Dispute Resolution Mechanism:** If any dispute arises out of the contractwith regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Secretary to the Government of Rajasthan" &whose decision shall be final and abided by all stakeholders.

21) **Legal Proceedings:** All legal proceedings, if necessary arise to institute may by any of the parties(GovernmentofContractor)shallhavetobeloggedincourtssituatedinJaipurandnot elsewhere.

22) **Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, 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,andits 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 purchaser in writing of such conditions and cause thereof immediately. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the force majeure.
- 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 60 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 purchaser, the purchaser may take the case with the supplier/ selected bidder on similar lines.



i. :APPENDIX-A:

**GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS  
(APPEALS)**

**(1) Filing an appeal**

- (a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- (b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

**(2) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a. determination of need of procurement;
- b. provisions limiting participation of Bidders in the bidding process;
- c. the decision of whether or not to enter into negotiations;
- d. cancellation of a procurement process;
- e. applicability of the provisions of confidentiality.

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**(3) Form and procedure of filing an appeal**

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**(4) Fee for filing appeal**

- (a) Fee for first appeal shall be rupee two thousand five hundred and for second appeal shall be rupee ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(5) Procedure for disposal of appeals**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, - (i) hear all the parties to appeal present before him; and
- (c) (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (d) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (e) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

FORM No.1  
[Seerule83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.....of.....

Before the .....

(First/Second Appellate Authority)

**First Appellate Authority: CEO, Election Department, Rajasthan**

**Second Appellate Authority: Principal Secretary, Finance Department, Rajasthan**

1. Particulars of appellant:

- i. Name of the appellant : .....
- ii. Official address, if any : .....
- iii. Residential address : .....

2. Name and address of the respondent(s):

- i. ....
- ii. ....
- iii. ....

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

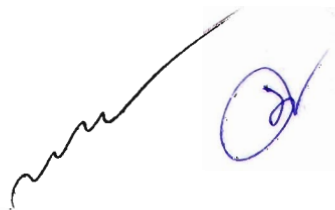
.....  
..... (Supported by an affidavit)

7. Prayer:

.....  
.....

Place .....

Date .....



Appellant's Signature

**BIDDINGFORMNO.-1:**

**Technical Bid Submission Sheet**

Date:

NIBNo.:





AlternativeNo.,ifpermitted:

To,

Additional Chief Electoral Officer & Secretary to the Government  
Office of the Chief Electoral Officer, Election Department, Secretariat,  
Jaipur (Rajasthan) - 302005.

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Document.
- (b) We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to service in accordance with the specifications, the requirements as specified in bidding document for live webcasting.
- (c) Our Bid shall be valid for a period as mentioned in the BDS from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) We are not participating, as Bidder in more than one Bid for supply of the subject Goods/Matter in this bidding process in the Bidding Document;
- (f) Our firm for any part of the Contract has not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (g) 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;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit Government of Rajasthan or the Procuring Entity or DEOs or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;





- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (k) We hereby agree in principle to provide service after mutual agreement.

Name: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_  
Complete Address \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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**ANNEXURE-1:PRE-BIDQUERIESFORMAT{tobefilledbythebidder}**

NameoftheCompany/Firm: \_\_\_\_\_

NameofPerson(s)RepresentingtheCompany/Firm:

NameofPerson	Designation	Email-ID(s)	Tel.Nos.(Mo.)&FaxNos.

Company/FirmContacts:

ContactPerson(s)	CorrespondenceAddress	Email-ID(s)	Tel.Nos.(Mo.)&FaxNos.

Query(ies)/Clarification(s)Sought:

S.No.	BidPage No.	BidClause No.	ExistingClauseDetails	Query/ Clarificationsought	Suggestion/
1.					
2.					
3.					
4.					

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus free file. **Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.**
2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document shall be emailed to [ceojpr-ri@nic.in](mailto:ceojpr-ri@nic.in) and <http://eproc.rajasthan.gov.in> **In case the soft copy of the dully filled in Pre-Bid query format, is uploaded on sppportal and <http://eproc.rajasthan.gov.in> website then it would not be entertained and processed.**
3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to [ceojpr-ri@nic.in](mailto:ceojpr-ri@nic.in) and <http://eproc.rajasthan.gov.in> with a subject line of "**PBQforseelctionforLiveWeb**

Casting".

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A wavy line above a circled 'D' with a checkmark.  
A large blue arrow pointing downwards.

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**ANNEXURE-2(A):BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}**

(Tobegivenontheletterheadofthe ServiceProvider)

To,

{ProcuringEntity}

**AdditionalChiefElectoralOfficer**

Office of the ChiefElectoralOfficer,ElectionDepartment,  
Secretariat,Jaipur(Rajasthan)-302005.

Ref: NIBNo.                      date:

WHEREAS

We,whoare"ServiceProvider"of\_\_\_\_\_

\_\_\_\_\_

havingOffice(ies)at\_\_\_\_\_

\_\_\_\_\_

do hereby authorise (Name) \_\_\_\_\_(Contact  
Numbers) Mobile \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

to submitaBidinrelationto the InvitationforBidsindicatedabove, the purposeofwhichisto provide the following  
Service by us and to subsequently negotiate and sign the Contract:

**"LivewebcastingofpollingstationsduringStateAssembly Elections2023"**

We hereby extend our full guarantee / warranty in accordance with Clauses given in bid  
document/conditions of contract, with respect to the Goods/ Services offered by the above firm in replyto  
this Invitation for Bids.

Thankingyou

NameoftheBidder:-

VerifiedSignature:

AuthorisedSignatory:-

Name:

SealoftheOrganization:-

Position:

(Includescompleteaddress)

Date: -----

Place: -----



**ANNEXURE-2(B):DECLARATION BY BIDDER{to be filled by the bidder}**

(To be given on the letter head of the service provider)

To,

AdditionalChiefElectoral Officer&SecretarytotheGovernmentOffice of  
the Chief Electoral Officer, Election Department, Secretariat, Jaipur  
(Rajasthan) - 302005.

Ref: NIBNo.

date:

**LetterofUnderstanding/ Declaration**

Sir/Madam,

I/We .....havegonethroughthetermsandconditions,scopeofworkand  
specificationsandwillabidebythemaslaidownintheTenderDocument,TechnicalBidand Commercial  
Bidand certified that :

I/We .....herebyconfirmthatourcompanywasnotblacklistedbyany  
State Government/ Central Government/ PublicSector Undertaking during the last three years. We  
also confirmed that ourBid Security/Performance Security was not forfeited by any State Government/  
Central Government/ PublicSector Undertaking during the last three years due to our non -  
performance, non-compliance with the tender condition.

I/We .....herebydeclarethataltheparticularsfurnishedbyusinthis  
tender are true to the best of my/ our knowledge and we understand and accept that if at any  
stage, the information furnished is found to be incorrect or false, we are liable for  
disqualification from this tender and also areliablefor any penal actions that mayarise due to the  
above.

I/We ..... certify that no refurbished components are used for the  
Provision for Web Casting and related services, if any, for State Assembly Elections 2023. The  
tendered items to be delivered under this contract are certified as genuine and valid.

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

Incaseof violationof anyof theconditionsabove, I/We ..... Understand  
that I/We are liable to be blacklisted.

You'refaithfully(Authorizedsignatory)

Signed: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

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**ANNEXURE-3:SELF-DECLARATION(Declaration by Bidder regarding Qualifications)** {to be filled by the bidder}

To,

{ProcuringEntity}

AdditionalChiefElectoralOfficer & Secretary to the Government Office of  
the Chief Electoral Officer, Election Department, Secretariat, Jaipur  
(Rajasthan) - 302005.

**Declaration by Successful Bidder**

Inrelationtomy/ourbidssubmittedfor"LiveWebcastingofSeveralPollingStationsduringStateAssembly-Elections2023"conformingtoBid&ECIstandardsinresponsetotheNIBRef.No.

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

- a) Weareeligibleandpossessthenecessaryprofessional,technical,financialandmanagerialresources and competence required by the Bidding Document issued by the Procuring Entity;
- b) Wehave fulfilledmy/ourobligationto paysuchofthetaxespayableto theUnionandthe 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 nothave, andourdirectors andofficersnothave beenconvictedof any criminaloffence 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) WedonothaveaconflictofinterestasspecifiedinRTPPAct2012,RTPPRules2013andthisbidding document which materially affects the fair competition.
- f) Wearehavingunblemishedrecordandisnotdeclaredineligibleforcorrupt&fraudulentpractices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- g) WedonothaveanyprevioustransgressionswithanyentityinIndiaoranyothercountryduringthe last three years
- h) Wedonothaveanydebarmentorblack-listedbyanyotherprocuringentity
- i) We do nothave, andourdirectors andofficersnothave beenconvictedof any criminaloffence related totheirprofessionalconductorthemakingoffalsestatementsormisrepresentationsastotheir

qualificationstoenterintoaprocurementcontractwithinaperiodofthreeyearsprecedingthe commencementoftheprocurementprocess,ornothavebeenotherwisedisqualifiedpursuantto debarment proceedings;

- j) WehavecompliedandshallcontinuetocomplywiththeCodeofIntegrityasspecifiedintheRajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.
- k) WeagreeoextendthevalidityofbidsubmittedonthecommunicationofthePE.
- l) 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.
- m) 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.
- n) Wehavesubmittedonlyonebid.
- o) Wegiveourinprincipleconsenttobeselectedsubjecttomutuallyagree.
- p) We, understand theVideo streaming of live web casting State Assembly Elections2023lies with your department only and will hereby undertake that the given video streaming of live web casting and other election data capture during the live web casting shall not be copied in any form, not shown/givento anyentity,notretainedinanyform,notusedforthe purposedotherthanthe purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

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

Thankingyou,


Name of the Bidder: -

AuthorisedSignatory:-

SealoftheBiddingOrganization:-

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

Place: \_\_\_\_\_

The bottom of the page contains several handwritten signatures and initials in blue ink. On the left, there is a circular stamp with a signature inside. Next to it are some initials. In the center, there is a large, stylized signature. To the right of that is another circular stamp with a signature. Further right is a vertical signature, and finally, on the far right, there are initials.

**ANNEXURE-4: CERTIFICATE OF CONFORMITY / NO DEVIATION** {to be filled by the bidder}

To,

{Procuring Entity}

Additional Chief Electoral Officer & Secretary to the Government Office of  
the Chief Electoral Officer, Election Department, Secretariat, Jaipur  
(Rajasthan) - 302005.

**CERTIFICATE**

1. This is to certify that, the specifications of "IP based Camera" which I/ We have mentioned in the Technical bid, and which I/ We shall be supply for web casting if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the commodity/Product/Service mentioned in the bidding document and that there are no deviations of any kind from the required specifications.
2. Also, I/we have thoroughly read the bidding document, RTTP ACT, 2012 and thereto Rules, 2013 and amendment(s) issued 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.
3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in "Supply of IP based Camera for web casting on hire basis", to meet the desired Standards set out in the bidding Document/ECI.
4. I/We are "Supply of IP based Camera for web casting on hire basis" and declare that IP based camera supplied shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.
5. I/We, understand the Video streaming of live web casting state Assembly Elections 2023 lies with your department only and will hereby undertake that the given Video streaming of web casting and other election data captured during the live web casting shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -





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

Place: \_\_\_\_\_



**ANNEXURE-5:BILL OF MATERIAL (BOM)**

S.N.	DESCRIPTION OF ITEM	ESTIMATED SERVICES TO BE SUPPLIED DURING THE CONTRACT PERIOD	BIDDERS ACCEPTANCE OF SUPPLY AS PER T&C MENTIONED IN THE BID DOCUMENT (YES/NO)
1	Live web casting of polling stations (6Zones)during State Assembly Elections2023in Rajasthan	Total 26000 (Approx)Polling Stations in the State Assembly Elections 2023	



**(To be presented on 50Rs. Non-judicial Stamp paper)**

**ANNEXURE-6: BID SECURING DECLARATION**

**Form of Bid Securing Declaration**

Date ..... [insert date (as day,month and year) ]  
BidNo..... [insert number of  
Bidding process]

To,  
AdditionalChiefElectoralOfficer & Secretary to the Government  
Office of the Chief Electoral Officer, Election Department,Secretariat,Jaipur  
(Rajasthan)-302005.

We,the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term & condition of Bid, in the following cases, namely,

- a. When we withdraw or modify our Bid after opening of Bids
- b. When we do not execute the agreement,if any, after placement of supply/workorder within specified period;
- c. When we fail to commence the supplyof the goods or service or execute work as per supply /workorder within the time specified:
- d. When we do not deposit the performance security within specified period after the supply/workorder is placed; and
- e. If we breach any provision of code of Integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof isrequired to be forfeited by procuring entity

We understand this Bid-Securing Declaration shall expire if :-

- i. We are not the successful bidder;
- ii. The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder,
- iii. Thirty days after the expiration of our Bid
- iv. The cancellation of the procurement process; or
- v. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed: \_\_\_\_\_[insert signature of person whose name and capacity are shown]

Name: \_\_\_\_\_[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: \_\_\_\_\_[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_  
te of

[insert complete name and address of the Bidder]

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Dated on      day of  
Corporate Seal \_\_\_\_\_

[insert the date of signing]  
[affix corporate seal of the bidder]



## (Part-B:Financial Bid)

**BIDDING FORM NO.2:**

**Financial Bid Submission Sheet**

Date:

NIBNo.:

To,

{ProcuringEntity}

AdditionalChiefElectoralOfficer & Secretary to the Government Office of the Chief Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) - 302005.

We,theundersigned,declare that:

- (a) We have examined and have No reservations to the Bidding Document
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the deliverys chedule and other requirements as specified inthe bid, Schedule of Supply, the following Goods and Related Services:  
\_\_\_\_\_
- (c) The total Price for our Bid(IncludingallZones for which rates are quoted) is:  
\_\_\_\_\_
- (d) 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.
- (e) WegiveourinprincipleconsenttobeBiddersubjecttomutuallyagreement.
- (f) Weunderstandthatyouare notboundto acceptthe lowestevaluatedbidoranyotherbid that you may receive.

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Duly authorised to sign the Bid for and on behalf of: \_\_\_\_\_

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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*Handwritten signature*

*Handwritten signature*

*Handwritten signature*



**ANNEXURE-7:FINANCIAL BID COVER LETTER FORMAT**{to be submitted by the bidder on his Letter head}

To,

{Procuring Entity}Additional Chief Electoral Officer & Secretary to the Government  
Office of the Chief Electoral Officer, Election Department,  
Secretariat, Jaipur (Rajasthan)-302005.

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.

1. 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).
2. I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.
3. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance security as prescribed in the bidding document.
4. I / We agree to abide by this bid for a period of 90 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.
5. 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.
6. 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.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We give our in principle consent to be bidder subject to mutually agree. We also agree that there can be more than 1 successful Bidders. The rate quoted is applicable for all the districts of the State of Rajasthan.
9. I/We will not sublet the contract if awarded to us.
10. I/ 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.
11. I/ We would be responsible to all the DEOs and other authorities of concerned area, as per bid terms & condition mentioned herein.

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. We have submitted only solution/goods based proposal and understand that in case of multiple bids proposed, may lead to reject our bid for which we only are the responsible.

Date:

Signature of Authorized Signatory:

Name:

Designation:

ANNEXURE-8:FINANCIALBID(BoQ)**Financial Bid Format (BoQ)**

Selection of Supplier for the live web casting on several polling stations during State Assembly Elections 2023 in Rajasthan conforming to ECI guidelines/ standards)

Financial Bid Format:Zone:1

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Unit Rate (In Rs.) (with tax)	Value of GST(In Rs)
1	Charges for carrying out web streaming/recording, viewing & other services mentioned in the RFP for polling event at each polling station			

Financial Bid Format:Zone-2

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Unit Rate (In Rs.) (with tax)	Value of GST(In Rs)
1	Charges for carrying out web streaming/recording, viewing & other services mentioned in the RFP for polling event at each polling station			

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BSP  
②  
BSP  
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**Financial Bid Format:Zone-3**

| Sr. No. | Item                                                                                                                                      | Unit Rate (In Rs.) (without tax) | Unit Rate (In Rs.) (with tax) | Value of GST(In <del>Rs</del> Rs) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| 1       | Charges for carrying out web streaming/recording, viewing & other services mentioned in the RFP for polling event at each polling station |                                  |                               |                                   |

**Financial Format Zone-4**

| Sr. No. | Item                                                                                                                                      | Unit Rate (In Rs.) (without tax) | Unit Rate (In Rs.) (with tax) | Value of GST(In <del>Rs</del> Rs) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| 1       | Charges for carrying out web streaming/recording, viewing & other services mentioned in the RFP for polling event at each polling station |                                  |                               |                                   |

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**Financial Bid Format Zone-5**

| Sr. No. | Item                                                                                                                                      | Unit Rate (In Rs.) (without tax) | Unit Rate (In Rs.) (with tax) | Value of GST(In Rs) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|---------------------|
| 1       | Charges for carrying out web streaming/recording, viewing & other services mentioned in the RFP for polling event at each polling station |                                  |                               |                     |

**Note – This cost include cost of per Polling station internet connectivity and man power.**

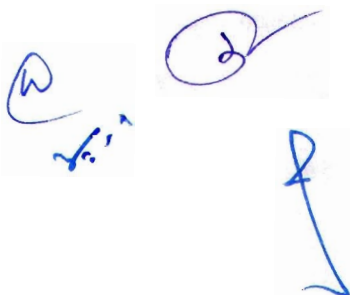


**Financial Bid Format Zone: 6**

| Sr. No. | Item                                                                                                                                      | Unit Rate (In Rs.) (without tax) | Unit Rate (In Rs.) (with tax) | Value of GST(In Rs) |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|---------------------|
| 1       | Charges for carrying out web streaming/recording, viewing & other services mentioned in the RFP for polling event at each polling station |                                  |                               |                     |

**Note:**

1. Evaluation will be done zonewise. Successful bidder will be decided for each Zone based on the total of all the line items for respective zones.
2. Actual order will be placed by DEO Office based on the requirement in the district at negotiated finalized rates.
3. Max B.
4. All inclusive.


ANNEXURE-9:DRAFT AGREEMENT OF CONTRACT FORMAT

{to be mutually signed by selected bidder and procuring entity}  
**(This Agreement shall be executed on the non-judicial stamp-paper)**

**Agreement**

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_

(here in after called "the Supplier and service provider" [here "the means selected transport agency " ] ), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ ..... (name of the Procuring Entity which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for transport services certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier and service provider for providing services for the sum of \_\_\_\_\_ (amount in figures and words) (here in after "the Contract Price").

NOW THIS AGREEMENT WITNESSET HAS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The bid document issued vide even no. dated and work order no. dated shall be deemed to form and be read and construed as part of this Agreement.
3. Period of contract will be ..... to .....

In consideration of the payments to be made by the Procuring Entity to the service provider as indicated in this Agreement, the service provider hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by service provider within the period as specified in the bid document and as per directions given by Election Department Rajasthan jaipur.

5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

|    |                                                                                                                                     |       |
|----|-------------------------------------------------------------------------------------------------------------------------------------|-------|
| a) | Delay upto one fourth period of the prescribed delivery period, successful installation & Completion of work                        | 2.5%  |
| b) | Delay exceed in gone fourth but not exceeding half of the prescribed delivery period, successful Installation & completion of work. | 5.0%  |
| c) | Delay exceeding half but not exceeding threefourth of the prescribed delivery period, Successful installation & completion of work. | 7.5%  |
| d) | Delay exceeding threefourth of the prescribed delivery period, successful installation & Completion of work.                        | 10.0% |

Note:

- Fraction of a day inreckoningperiodofdelayinsupplies/maintenanceservicesshallbe eliminated if it is less than half a day.
- The maximum amount of agreed liquidated damages shall be 10%.
- If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after thestipulated date of completion of supply.
- Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

6. TheRTPPAct,2012/Rules,2013 promulgated,their amendments issued by the State Government shall also be the part of this contract agreement.

7. The Election departmentthereby covenants to pay the Supplier and service provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or suchother sum as may become payable under the provisionsofthe Contract at thetime and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance withthe laws of the Central and the State Government on the day, month and year first mentioned herein before.

|                                                     |                                                                                 |
|-----------------------------------------------------|---------------------------------------------------------------------------------|
| SignedBy:<br>( )<br>Designation:<br>Company:        | SignedBy:<br>( )<br>Designation:<br>ElectionDepartment,Govt.of Rajasthan        |
| Inthepresenceof:<br>( )<br>Designation:<br>Company: | Inthepresenceof:<br>( )<br>Designation:<br>ElectionDepartment,Govt.of Rajasthan |
| ( )<br>Designation:<br>Company:                     | ( )<br>Designation:<br>ElectionDepartment,Govt.of Rajasthan                     |

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