

Election Department Rajasthan, Jaipur

Bid Document

[Single Stage Two Envelope (Two Parts)]
"Live web casting of several polling stations during Bye-Election of State Assembly-2021" based on Open Competitive Bidding Process.

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

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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, 2013" [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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

ABBREVIATIONS & DEFINITIONS

| | |
|---------------------------------------|--|
| Act | The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) |
| ARO | Assistant Returning Officer |
| Authorised Signatory | The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm. |
| AV | Audio-Video |
| BG | Bank Guarantee |
| BDS | Bid Data Sheet |
| Bid/ Tender/RFP | A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in , bidding document (manual), Request For Proposal and tender document |
| Bid Evaluation Committee (BEC) | Alias Departmental Purchase Committee (DPC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed. |
| Bid Security/EMD | A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. |
| Bidder/Tenderer/TSP | Any person/ firm/ agency/ company/ contractor/ supplier/ vendor or consortium with other firms as per qualification laid herein, participating in the procurement/ bidding process with the procurement entity |
| Bidding Document | Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |
| BoM | Bill of Material |
| CMC | Contract Monitoring Committee |
| Competent Authority | An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. CEO, Govt. of Rajasthan in this bidding document. |
| Contract/ Procurement Contract | A contract entered into between the procuring entity and a successful bidder. |
| Contract/ Project Period | The Contract for 1 year / 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 |
| Day | A calendar day as per GoR/ Gol |
| DEO | District Election Officer (Collector of District) |
| DPC | Alias Bid Evaluation Committee (BEC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed and placing award of contract. |
| ED | Election Department, Secretariat, Rajasthan, Jaipur headed by the Chief Electoral Officer |
| ETDC | Electronic Testing & Development Centre |
| ERO | Electoral Registration Officer |
| FOR/ FOB | Free on Road or Freight on Road |
| GoI/ GoR | Govt. of India/ Govt. of Rajasthan |
| Goods | All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves |
| ICT | Information and Communication Technology. |
| IFB/NIT/NIB | Invitation for Bids or Notice Inviting Tenders or Notice Inviting Bidders (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal) |
| INR | Indian Rupee |
| In Writing | Communicated in writing form through letter, fax, email etc. |
| ISI | Indian Standards Institution |
| ISO | International Organisation for Standardisation |
| IT | Information Technology |
| ITB | Instruction to Bidders |
| JV/Consortium/Association | Joint Venture or Consortium or Association of Bidders participating in the bid |
| LD | Liquidated Damages |
| LoI | Letter of Intent |

Handwritten signatures and initials are present at the bottom of the page, including a large stylized signature and several smaller initials.

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| Lowest Bidder/Bidders | Selectd bidder who have participated in the bid and quoted / agree to provide service on the financially lowest price (technically qualified) during the contract period. |
| NCB | A bidding process in which qualified bidders only from within India are allowed to participate |
| NeGP | National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi. |
| Notification | A notification published in the Official Gazette |
| PAN | Permanent Account Number |
| PBQ | Pre Bid Query(ies) |
| PBG/Security Money | Performance Bank Guarantee |
| PC | Procurement / Purchase Committee |
| PQ/EC | Pre-Qualification bid criteria/Eligibility criteria |
| Procurement Process | The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be |
| Procurement / Public Procurement | The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly |
| PSD/ SD | Performance Security Deposit/ Security Deposit |
| Purchaser/ Tendering Authority/ Procuring Entity | Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. |
| RFP | Request For Proposals |
| RO | Returning Officer |
| RTPP Rules | Rajasthan Transparency in Public Procurement Rules-2013 correlated with Act-2012 |
| GST | Goods and service Tax |
| Services | Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity |
| Singular/Plural | If the context so requires singular means plural and vice versa. |
| Signed Document | Signed Document by Authorised Person |
| SLA | Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance. |
| State Government | Government of Rajasthan (GoR) |
| State Public Procurement Portal | http://sppp.rajasthan.gov.in |
| Subject Matter of Procurement | Any item of procurement whether in the form of goods, services or works |
| Successful Bidders | Selected bidder who have participated in the bid and quoted / agree to provide service items on the financially lowest price (technically qualified) during the contract period. |
| GSTIN | Goods and service Tax Identification Number |
| TPA | Third Party Auditors |
| Vendors/Vendors | Selected bidder who have participated in the bid and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period. |
| Website of CEO, Rajasthan | http://ceorajasthan.nic.in |
| WO/ PO | Work Order/ Purchase Order |

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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

F.3(98)III-A/निर्वा / LWC/2021/ 850

Date: -02-2021

Sealed Single Stage Two-envelopes unconditional Bids through are invited on behalf of the Governor of Rajasthan / Election Department, for the selection of supplier as per details of items given below up to **5 PM of 25 February 2021) (lastdate/time)**.

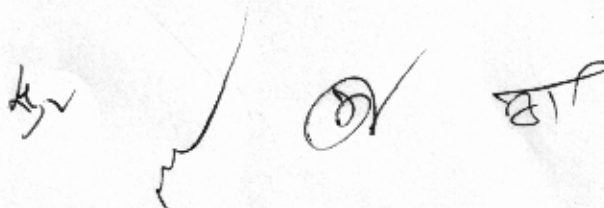
| S.No. | Name of article | Specifications | Quantity and unit | Estimated value of Bid | Price of Bidding Document (Rs.) | Amount of bid security (Rs.) | Validity period of bid | Place of service |
|-------|--|--|---|------------------------|---------------------------------|--|------------------------|--|
| 1. | Live web casting of several polling stations during Bye-Election of State Assembly-2021 in four constituencies | As mentioned in the bid/ECI guidelines | 155 (Apprx) polling stations in the Bye-Election 2021 | 7.00 Lakh | 500/- | (As per circular (G&T) Finance dated 18 dec 2020 in lieu of bid security a Bid securing Declaration shall be taken, which will be presented on prescribed format at 50 Rs Non-Judicial Stamp) (as per Anx-6) | 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 bid is for Contract with supplier for the above mentioned item.
- 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 www.ceorajasthan.nic.in. The price of Bidding Document may be paid at the time of submission of the Bid.
- Bids, duly signed on all pages (as mentioned in the bid document) and **serially numbered** should be submitted .
- The Bid Document Fee in the form of Demand Draft or Banker's cheque & Bid Security Declaration in prescribed format (as per Anx-6) on Rs. 50 Non-Judicial Stamp paper shall be submitted personally or by post in sealed envelopes up to **5 PM of 25 Feb 2021**, to the **Addl.CEO, Election Department, Rajasthan, Government Secretariat, Jaipur** bearing "**Bid for Selection of bidder for Live web casting of several polling stations Bye-Election of State Assembly-2021**" (in four constituencies).

7. Bid document fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur".
8. Bid will be invited into Two Parts i.e. Technical Bid & Financial Bid
 - a- Bidder should submit Technical & Financial Bid in two separate sealed Envelop
 - b- On one envelop bidder should clearly mention "Technical Bid", that comprises all document as per eligibility criteria and as per bid document
 - c- On other envelop bidder should clearly mention "Financial bid" that comprises document as per bid document
 - d- Both above Envelop will kept in on big Envelop.
 - e- On all envelops, bidder should write their name and address.
8. Bids received after the specified time and date shall not be accepted.
9. Bid have been invited, the procedure for submission of Bids including payment of price of Bidding Document, Bid Security, etc. shall be as provided on the bid documents and sppp.rajasthan.gov.in
10. The Technical Bids shall be opened at **12.30PM of 26 Feb 2021**
11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. The Bidders shall have to submit a valid 'GST' registration and 'GST Return of last quarter' and the 'PAN' issued by Income Tax Department.

—sd—

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



**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT**

NOTICE INVITING BIDS (NIB)

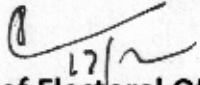
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.
Telephone: 0141-2227194, 227638 Fax: 0141-2227794 Email: ceojpr-rj@nic.in

F.3(98)III-A/निर्वा /LWC/2021/ 800

^{17/}
Date: -02-2021

Bids for " Live web casting of several polling stations during Bye-Election of State Assembly-2021"(Four constituencies) are invited from interested bidders up to 25 Feb.2021 at 5.00 PM (time & date). Other particulars of the bid may be visited on the procurement portal (<http://sppp.rajasthan.gov.in>)of the state & Departmental Website www.ceorajasthan.nic.in.

UBN.....


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

| Bid Data Sheet (BDS) | | |
|----------------------|---|---|
| 1. | Ref. of invitation of Bids | NIB No.F.3(98)III-A/निर्वा / LWC/2021/ 800 /17-02-2021 |
| 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 Officers (Collectors), All Districts, Rajasthan. Name: Krishna Kunal Designation: Additional Chief Electoral Officer Address: Election Department, Food Building, Secretariat, Jaipur (Rajasthan) - 302005 India Phone No.: 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 several polling stations during Bye-Election of State Assembly-2021" as per Scope of Work (SoW) & Specifications as mentioned in the Bid Document/By ECI |
| 5. | Place of service | As Decided by DEO at Polling stations |
| 6. | Joint Venture / Consortium / Association of Bidders | Shall Not Be Allowed |
| 7. | 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. |
| 8. | Bid Procedure | Single Stage Two Envelops Bidding (Two Parts) Open Competitive Bid procedure given at http:// sppp.rajasthan.gov.in |
| 9. | Bid Evaluation Criteria (Selection Method) | Selection of 1 Bidder whose rates are financially L1 after technically qualified |
| 10. | Websites for downloading Bidding Document, Corrigendum's, Addendums etc. | Websites: http://sppp.rajasthan.gov.in , http://ceorajasthan.nic.in , Bidding document fee Rs. 500/- (Rupees Five Hundred only) In Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable at "Jaipur". |
| 11. | Estimated Procurement Cost | Rs. 7.00 Lakh (Rupees Seven Lakh only) |
| 12. | Bid Security* and Mode of Payment | (1% of the Estimated Procurement Cost/Bid Value), [(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)]/- (As per circular (G&T) Finance dated 18 Dec 2020 in lieu of bid security a Bid Declaration shall be taken, which will be presented on prescribed format Rs50 Non-Judicial Stamp) (As per Annexure-6) |
| 13. | Period of Sale of Bidding Document (Start/ End Date) | Start Date: 18-02-2021 End Date: 25-02-2021 by 5PM |

| Bid Data Sheet (BDS) | | |
|----------------------|---|--|
| 14. | Date/ Time/ Place of Pre-bid Meeting | Pre Bid Meeting Date/ Time: 22-02-2021 at 12.30 PM Pre-Bid queries submission: by 5 PM on or before 21-02-2021 after which no query would be accepted & also PBQs should be sent to the prescribed email only (signed hardcopy & softcopy both should be sent through email address ceojpr-rj@nic.in). Pre Bid Meeting Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur |
| 15. | Submission of Banker's Cheque/ Demand Draft for Tender Fee* | Start Date: 23.02.2021 from 11 AM onwards during office time only End Date: 25.02.2021 by 5 PM |
| 16. | Date for the submission of Bids | Manner: offline submitted in the office or by post Up to 25.02.2021 by 5 PM |
| 17. | Date/ Time/ Place of Technical Bid Opening | Date: 26 Feb, 2021 Time: 12:30 PM Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur |
| 18. | Date/ Time/ Place of Financial Bid Opening | Will be intimated later to the Technically qualified bidders only |
| 19. | Bid Validity | 90 days from the bid submission last date of bid submission. |
| 20. | Language of Bid | English/Hindi |
| 21. | Alternate Bids | Not permitted |
| 22. | Bid submitted | Original bid : Unconditional and with no deviation |
| 23. | Bidder's Detail:- | |
| | a. Name of Bidder | |
| | b. Address of Correspondence | |
| | c. Name of Authorized Signatory | |
| | d. Mobile Number1 | |
| | e. Mobile Number2, if any | |
| | f. Telephone Number | STD Code () |
| | g. Fax Number | STD Code () |
| | h. Name of Website | |
| | i. E-Mail1 | |
| | j. E-Mail2 | |

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 Selected bidder.
- 4) Bidder (authorised signatory) shall submit their offer both for technical and financial proposal. With DD for Tender Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB .
- 5) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender

Fee and Bid Securing declaration 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.

- 10) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 11) 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.
- 12) 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.

1. 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 10% of the 1550 Polling Stations (Approx) of the State covering 4 Assembly Constituencies (1.Sahara-(179)Distt.Bhilwara, 2. Sujangargh (24)-Distt. Churu, 3.Rajasamand (175) 4.VallabhNagar (155)Distt Udaipur) using IP based webcam/HD camera 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 Bye-Election to Rajasthan Assembly, 2021. The web casting is proposed based on local availability of connectivity in line 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 Bye-Election to Rajasthan Legislative Assembly, 2021 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 office and representatives in Rajasthan.** Industries/firm situated at Rajasthan may be given Preference.

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 thereof which shall be accepted by all bidders.

Description for live webcasting for the state of Rajasthan as below

| Elections | Polling stations (Approx) | Total (Approx) |
|-------------------------------|---------------------------|----------------|
| Legislative Bye-Election 2021 | 1550 | 1550 |
| Total | 155 | 155 |

2) 2 GENERAL INSTRUCTIONS

2.1 General Guidelines

- 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 to the contract awarded under this tender will be entertained by the Office of the CEO, Rajasthan. Neither any time schedule nor financial adjustments arising thereof 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 DEOs for all the deliveries and deliverables.

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) proceeding 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;

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- 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. At the time of closing of poll, distribution of slips/tokens to the voters in queue.
 - 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 webcasting 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 set up 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 web casting, advertisement of any kind is not displayed.

3) Contact Period—One year form the date of order given by department.

4) Deliverables –

State of Rajasthan structure is given as below:

| | | |
|--|---|------------|
| (1) Divisions (Divisional Commissioners) | = | 03 Nos. |
| (2) Districts (District Election Officer – Collectors) | = | 04 Nos. |
| (3) AC (Electoral Registration Officer – ERO) | = | 04 Nos. |
| (4) Polling Booths – Parts (Supervisors and Block Level Officers) | = | 1550* Nos. |
| (5) Total Number of electors as of now | = | 9.96*Lakh |

Note: * Figures may change.

Election Department is willing to Select bidder on the basis of L1. The successful bidder called vendor, has to fulfil following:

5) Selection of vendor for Live Web casting-

The bid is finalized in such a way that the bidders would be allotted area of the State whose bid are technically accepted and quoted rates would be the financially the lowest i.e. L1.

- (a) All the eligible bidders will be marked whose Financial Bids have been opened, L1 (Lowest bidder), L2 (next to the lowest bidder) and so on.
- (b) L2 onwards will be given counter offer one by one to match the lowest rate L1, if yes, then the bidder will be shot-listed.
- (c) If any of the bidders, in the sequence, does not agree to match the lowest rate then next higher bidder will be given counter offer to match the lowest rate, if yes, then the bidder will be selected.
- (d) This process will be repeated till last bidder unless up to 2 bidders would be selected.
- (e) These/this Selected bidder(s) (may be 1 or 2) will be given opportunity to execute agreement as mentioned in the bid, for Provide Services for Live webcasting of several Polling stations during Bye-Election of state assembly 2021.
- (f) After execution of the agreement, they will contact and coordinate with CEO and concerned DEO(s) their allotted DEOs (or its designated officers, if any), during the contract period for Services /grievances etc.

6) Management, Supervision of Supply/Coordination etc. by Successful bidder:

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

7) **Role of DEO for this Bid:

The rolls and responsibility of the DEOs (Collector), all districts 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 DEOs 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 DEOs 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).

- e. For this bid, after executing of the Agreement, all the DEOs of the State shall be discharging post agreement jobs/activities. All the responsibilities regarding this bid shall be of all DEOs concerned.

8) Role of Vendor:

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day events during the Bye-Election of State Assembly-2021 with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below.

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment.
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.

| S.No | Description (For the office) | No. of Man power |
|--------------|------------------------------|------------------|
| 1. | CEO | 1 |
| 2. | DEO | 1 (1x4) |
| Total | | 05 |

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, DEOs & 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 with minimum of two in CEO/DEO/RO office seaters to manage and fix the complaints/issues coming up on the Polling days.

9) Technical Specifications

Task 1: 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 at least 4 kbps audio in a good quality. This may be either encoded within 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 framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The timestamp should come from a secured location / source and should be approved by the Nodal Officer
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. 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.

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

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
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 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/ 170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .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.
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. This 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.

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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.
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

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

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.
2. Centralized Help Desk in state HQ operating under the Control of the Nodal Officer
3. Team with twoseater minimum, shall be located in jaipur and shall assist all other locations to fix the issues that are coming up relating to this assignment.
4. The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
5. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.
6. 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.
7. 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.
8. 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.
9. 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.
10. The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed.
11. Training of 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,

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alert assistance etc. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.

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

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

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

Task 4. Development of Training Material

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes (under supervision of DEO/IT Section of CEO office):

- 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.

10) Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment. The bidder shall Provide Progress Reports consisting of
 - a. All works performed by the bidder.
 - b. The Time Sheets / Attendance duly countersigned by the Nodal Officer
2. All Other Reports as required for the successful execution of this assignment.
3. Development and Maintenance of an MIS for all reporting purposes.
4. Final Report within 2 weeks of closure of all activities stipulated in the contract.

5. The reports may be submitted in hardcopy 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, 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 punishment as per law. The HDD shall be provided by the bidder at his own cost.

11)Supply, Installation and Commissioning

1. Delivery: The ordered items shall be delivered, installed and commissioned prior three 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 report in this respect shall be submitted to CEO & DEO (s).

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 (s).

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 (s).

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.

12 Release of Payment

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

1. Signing of Contract
2. Signing of Non Disclosure Agreement (specify format) by all the persons involved in the assignment
3. Submission of an irrevocable performance Guarantee of the Contract amount
4. The following would 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 |
| 2. | Training Documents and Multimedia content & Training for all officials concerned | By DEO | |
| 3. | Two Trial runs and satisfactory Certificate | By DEO | |

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| | before two days of poll day | |
| 4. | Submission of all other project deliverables and final report | By DEO Payment in full |

No advance Payment will be made

13. Service Level Agreement

1. 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 day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

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

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

| Buffer and connection loss | Deductions from the total cost |
|----------------------------|--------------------------------|
| <10 Points Failure | 0% |
| >10 Points Failure | 10% |
| >50 Points Failure | 25% |
| >100 Point Failures | 50% |

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 1920 x1080. |

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ELIGIBILITY/QUALIFICATION CRITERIA

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria :(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 not be allowed) | The bidder should be duly registered under either the Rajasthan Shops & 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 a partnership firm registered under Indian Partnership Act, 1932. | a. Address of residence and office, telephone numbers email address, if any in case of sole Proprietorship 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 | Copy to be enclosed |
| 2. | Category of Bidder | Bidder should have past experience of live web casting of Govt. Work order of equal to amount of Rs. 25 lakh from three similar completed work or rs. 30 lakh from two similar completed work or 50 lakh from one similar completed work during last 7 years ending 31.12.2020 | Document Required: 1- Year of Establishment 2- Work order 5 years and more / satisfactory work completion certificate/ sanction of payment | Copy to be enclosed |
| 3. | Bidder in house capacity | Bidder must have sufficient no of IP camera and others items | Mention capacity of web casting self declaration required. (A team of official may visit to check & confirm the same.) | |
| 4. | Financial Turnover | Annual turnover of the bidder during the preceding three financial years, should be at least Rs One corer from the same business | Audited Balance Sheet of last 3 FYs along with CA Certificate with CA's Registration Number/ Seal | |

| | | | | |
|---|--------------------------------|--|---|--|
| 5 | Financial Net Worth | The net worth of the all bidders as on 31-03-2020 should be Positive on average of Rs fifty lakh | CA Certificate with CA's Registration Number/ Seal | |
| 6 | 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 return filed copy Copy of Permanent Account No. Issued by Income Tax Department Copy of Permanent Account | |
| 7 | Mandatory Undertaking | <p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, nor 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 sublet the contract, if awarded.</p> <p>g) have submitted only one bid only.</p> | A Self Certified letter as per (Self-Declaration) | |

3) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

- a. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids"; and the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to

demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

3. **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, redressaletc 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-rj@nic.in. In case the soft copy of the dully filled in Pre- Bid query format is uploaded on SPPP portal 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 within the time frame given in the bid document and a softcopy to the email address

given herein. **Beyond prescribed time, no PBQ shall be entertained and rejected.**

- e) The period within which the bidders may seek clarifications under (a) above and the period within 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 procuring entity: as per bid document
- f) The finalised minutes and responses, if any, shall be provided through spps promptly 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) In case, 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 an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

6) Submission of Bid

- a) The bid is for "Selection of Supplier for Live Webcasting of several Polling Stations during Bye-Election of State Assembly-2021".
- b) All prospective bidders advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they will come to know what exactly is demanded. While bidders submitting their Bids shall follow the bid submission procedure as specified in bid document.
- c) The bidders required to sign each page of the bid as a token of acceptance of bid by the authorised signatory failing which the bid may liable to be nonresponsive and rejected. The signed bid shall be

Presented physically or sent by post before Last date and time of submission mentioned in the bid document .





- 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 presented and Financial bid shall also be presented separately along with respective associated documents as mentioned in the bid document.
- f) While submitting the complete Bid Document as mentioned above instruments for tender fee amount and bid security declaration should be physically sent to the PE on or before mentioned date and time failing which the bid may liable to be no responsive and rejected.
- g) Financial bids of 3 bidders qualified technically may be opened . The date of opening for which shall be intimated later on.
- h) Bidders may submit their Bids physically sent to the PE on or before bid submission date/time.
- i) The Procuring Entity is not responsible about non submission of bid 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) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. Bid is accompanied by bidding document fee, bid securing declaration, relevant duly filled in documents as per annexure(s) given in the Bid Document;
 - b. Bid is valid for the period, specified in the bidding document;
 - c. Bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document are fulfilled.
 - d. any other information which the committee may consider appropriate through spps portal.
- g) The Financial Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bid.

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

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.

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- 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 otherwise to strengthen the Bid submitted.
- e) The Financial Bid shall contain the following:
- i. Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
 - ii. Any other document required in the BDS.
- f) The technical bid shall consist of the following scanned documents: -

| Documents Type | | Document Format |
|--|--|---|
| Fee Details | | |
| Bidding Document Fee (Tender Fee) | | Instrument/ Proof of submission# |
| 1. | Bid Securing Declaration | Annexure-6 |
| Eligibility/Technical Documents | | |
| 1. | Duly filled-in signed Bid Document as a token of acceptance of Bid unconditionally to be resented | All pages of the Bid Documents should be signed by the bidder/ authorized signatory |
| 2. | Dully filled in Eligibility Criteria laid in the Bid | Relevant column must be filled in |
| 3. | Technical Bid submission sheet | Bidding Form No. 1 |
| 4. | Pre bid query format, if any | As per Annexure-1 |
| 5. | Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm or bidders may itself submit bid | |
| 6. | Declaration by Bidders (Self Declaration) | As per Annexure-3 |
| 7. | Certificate of Conformity/ No Deviation | As per Annexure-4 |

| | | |
|----|---|--|
| 8. | All the documents mentioned in the "Eligibility Criteria", in support of the eligibility of bidders | As per the format mentioned against the respective eligibility criteria clauses or mentioned in the bid document |
| 9. | BOM duly filled in (Yes/No) | As per Annexure-5 |

a) Financial bid Part-B shall include the following documents: -

| S. No. | Documents Type | Document Format |
|--------|------------------------------------|---|
| 1. | Financial Bid submission sheet | Bidding Form No. 2 |
| 2. | Financial Bid – Covering Letter | On bidder's letter head duly signed by authorized signatory as per Annexure-7 |
| 3. | Price Schedule/Financial Bid (BOQ) | Annexure-8 |

b) After awarding of LOA/LOI/Work Order:-

| S. No. | Documents Type | Document Format |
|--------|--|---------------------------------|
| 1. | Performance Security Amount | Instrument/ Proof of submission |
| 2. | Performance Securing Declaration, if any | Annexure-9 |
| 3. | Agreement of Contract on appropriate value of non judicial stamp paper | As per Annexure-10 |

c) Appeal :-

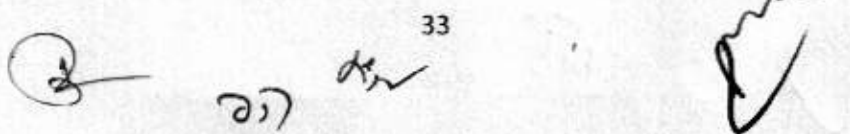
| S. No. | Document Type | Document Format |
|--------|---|-----------------|
| 1. | Grievance handling procedure during procurement process, if any | Form No. 1 |

Note

-Clear and legible copy duly signed by authorised signatory must be presented on or before prescribed last date/time along with signed Bid. Also its corresponding physical original instrument(s), samples duly marked and signed shall be handed over to the PE with cover letter in sealed envelope on or before prescribed last date/time beyond which its corresponding Bid shall be treated as a non responsive bid, hence rejected.

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 presented on or before last date/time.

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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

Every bidder submit a Bid security Declaration in prescribed format given in the bid document in lieu of bid security participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In case of open competitive bidding, bid security shall be 1% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
 - a. Small Scale Industries (SSI) of Rajasthan it shall be 0.25% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and
 - b. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be .5 % of the estimated value of bid.
- b) A bid securing declaration shall necessarily accompany the technical bid.
- c) Any Bid not accompanied by Bid Securing Declaration shall be liable to be rejected.
- d) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- e) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- f) The bid security of unsuccessful bidders bid security declaration shall be null and void soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- g) The bidders are required to pay the bid security amount specified in the Term & condition of Bid, in the following cases, namely: -
 - a) when the bidder withdraws or modifies its bid after opening of bids;
 - b) when bidder does not execute the agreement, if any, after placement of supply/work order within specified period;

- c) when bidder fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d) when bidder do not deposit the performance security within specified period after the supply/work order is placed; and
- e) if the bidder breach any provision of code of Integrity prescribed for bidding specified in the Act and Chapter VI of these rules.
- f) if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
- h) Notice will be given to the bidder before bid security declaration is executed.
- i) Bid securing declaration will expire If:
 - a. Bidders are not the successful bidder ;
 - b. the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
 - c. Thirtydays after the expiration of our 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, 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) Selection Method:

In technical Evaluation 3 bidders may be qualified on the basis of eligibility criteria and thereafter financial bids of only technically qualified bidders will be opened.

14) 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.

15) 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 withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

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- 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 nonconformity (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 the request 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 within 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 behalf of PE in the form of a comparative statement to evaluate the 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 L1, L2, L3 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 subtotals, 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

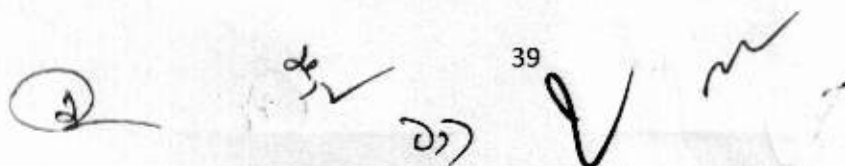
Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

19) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) 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.
- c) The BEC/DPC shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) 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.
- e) 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.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the BEC/DPC may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

20) Procuring Entity's Right to accept any bid and to reject any or all 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.

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21) Exclusion of Bids/ Disqualification

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

the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

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 governmental 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.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) 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 Selection 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 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 bidder 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 bidder, in writing, that its Bid has been accepted.
- g) As soon as Selection of bidder is accepted by the competent authority, its written intimation shall be sent to the concerned bidder 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

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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 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 bidder 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>.

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: -
- a. up to 50% of the value of goods or services of the original contract.

26) Performance Security

- a) The successful bidder have to execute agreement and furnish performance security.
- b) Prior to execution of agreement, Performance Security shall be solicited from the successful bidder 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 2.5% 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 .5% 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 1% 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 bidder 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 Successful Bidder 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 Successful Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - c. when Successful Bidder 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 Successful Bidder to pay the Procuring Entity any established dues under any other contract; or
 - f. if the Successful Bidder 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 Successful Bidder with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.

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- i) No interest shall be payable on the Performance Security deposited by the Successful Bidder.

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 Successful Bidder will be required to execute the agreement on a non-judicial stamp of appropriate amount as per Procurement Rules which can be purchased from anywhere 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

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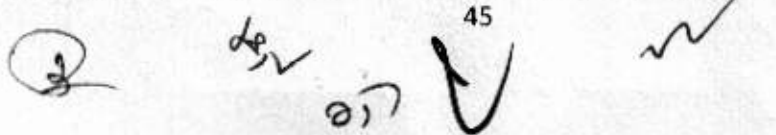
confidentiality, may impose condition for protecting confidentiality of such information.

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 decision 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;

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- 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 disclose conflict of interest, if any; and
 - VIII disclose 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 forfeiture or encashment of bid security;
 - c 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 thereon 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/shareholders 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 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 bidder;
- c) fails to enter into procurement contract after being declared the successful bidder ;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder , without valid grounds, shall, in addition to the recourse available in the bidding document 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 RTPP 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

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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) Notwithstanding 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-operative society, 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 thereof, 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.

4. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

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

- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: 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**

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

2) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify

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he right and the extent to which it is being waived.

- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English 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.

4) 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. Testing shall be done as mentioned in the bid in the clause of "Testing"
- b) All articles/ goods being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d) The Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause "Eligible goods and related services".

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5) **Service of Notice, Documents & Orders**

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

6) **Scope of Supply or Schedule**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The successful bidder has to supply goods within the period as mentioned in the BDS.

7) **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.

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

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

9) **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.

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10) **Contract Price**

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

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

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) 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.
- c) 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 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 enters the public domain through no fault of that party;
 - iii. can be proven 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

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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.

b) **Technical Specifications and Drawings**

- i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
- ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

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 deduction 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) **Delivery period & Extent of Quantity – Repeat Orders**

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Department/PE.
- b) The selected bidder shall arrange supplies/Services within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Supply orders may be placed during the contract period on the approved rate and conditions given in the bidding document. If the bidder fails to do so, the P.E. shall be free to arrange for the balance supply by risk and cost of bidder.

19) **Transportation**

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination as mentioned in the BDS. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. In the case all the damaged material has to be supply immediately. No extra cost on such account shall be admissible to vendor.

20) **Payment Terms and Schedule:**

- a) No advance Payment 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 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.

Note: * This condition is inserted because of that the DEO concerned shall make personal efforts for releasing payment after all the said formalities got fulfilled.

- b) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- c) All remittance charges will be borne by the supplier/ selected bidder.
- d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by the Department.
- e) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in

- this bidding document, will be deducted from the due payments by the Department.
- f) Taxes, as applicable, will be deducted, as per the prevalent rules and regulations by the Department.
 - g) Payment shall be made to the successful bidder by the Department after all necessary formality as per rules have been fulfilled.

The following would 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 | |

21) 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. Liquidated Damages (LD):

1. 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 day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

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

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

| Buffer and connection loss | Deductions from the total cost |
|----------------------------|--------------------------------|
| <10 Points Failure | 0% |
| >10 Points Failure | 10% |
| >50 Points Failure | 25% |
| >100 Point Failures | 50% |

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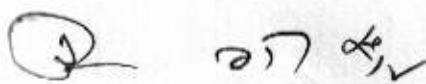
- 22) Bidders must make their own arrangements to obtain import licence, if necessary & applicable. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Procuring Entity.
- 23) **Settlement of Disputes/Dispute Resolution Mechanism:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Secretary to the Government of Rajasthan" & whose decision shall be final and abided by all stakeholders.
- 24) **Legal Proceedings:** All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Jaipur and not elsewhere.
- 25) **Patent Indemnity**
- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days or no. of days

as decided by the PE after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser/PE shall be free to conduct the same on its own behalf.

- d) The Purchaser/PE shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser/PE shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

26) 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to Negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the 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.



27) Termination

a) Termination for Default

The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- i if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to the clause mentioned in the bid document; or
- ii if the Supplier fails to perform any other obligation under the Contract.
- iii if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Code of Integrity, in competing for or in executing the Contract.

In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

b) Termination of insolvency

The DEO on behalf of Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

c) Termination of Convenience

- i. The DEO on behalf of Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the DEO/Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the DEO concerned at the Contract terms and prices.

: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.

(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 rupees two thousand five hundred and for second appeal shall be rupees 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.

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FORM No. 1
[See rule 83]

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

017 ✱ 2 63



BIDDING FORM NO.-1:

Technical Bid Submission Sheet

Date:

NIB No.:

Alternative No., if permitted:

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 reservations 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 have 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 be selection after mutual agreement.

Name: _____

In the capacity of: _____

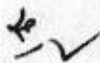
Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____



ANNEXURE-1: PRE-BID QUERIES'FORMAT{to be filled by the bidder}

Name of the Company/Firm: _____

Name of Person(s) Representing the Company/ Firm:

| Name of Person | Designation | Email-ID(s) | Tel. Nos. (Mo.)& Fax Nos. |
|----------------|-------------|-------------|---------------------------|
| | | | |
| | | | |

Company/Firm Contacts:

| Contact Person(s) | Correspondence Address | Email-ID(s) | Tel. Nos. (Mo.)& Fax Nos. |
|-------------------|------------------------|-------------|---------------------------|
| | | | |
| | | | |

Query(ies) / Clarification(s) Sought:

| S.No. | Bid Page No. | Bid Clause No. | Existing Clause Details | Query/ Clarification sought | 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-rj@nic.in. **In case the soft copy of the dully filled in Pre-Bid query format, is uploaded on sppp portalwebsite 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-rj@nic.in with a subject line of **"PBQfor selection of bidder for Live Web Casting"**.

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

(To be given on the letter head of the Service Provider)

To,

{Procuring Entity}

Additional Chief Electoral Officer

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

Ref: NIB No. date:

WHEREAS

We, who are "Service Provider" of _____

_____ havingOffice (ies) at _____

do hereby authorise (Name) _____ (Contact
Numbers) Mobile _____ Fax _____ Email _____

to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Service by us and to subsequently negotiate and sign the Contract:

"selection of bidder for Live Webcasting"

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 reply to this Invitation for Bids.

Thanking you

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Name:

Seal of the Organization: -

Position:

(Includes complete address)

Date: _____

Place: _____

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

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

To,

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

Ref: NIB No.

date:

Letter of Understanding / Declaration

Sir/ Madam,

I/We have gone through the terms and conditions, scope of work and specifications and will abide by them as laid down in the Tender Document, Technical Bid and Commercial Bid and certified that :

I/We hereby confirm that our company was not blacklisted by any State Government/ Central Government/ Public Sector Undertaking during the last three years. We also confirmed that our Bid Security/Performance Security was not forfeited by any State Government/ Central Government/ Public Sector Undertaking during the last three years due to our non - performance, non-compliance with the tender condition.

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

I/We certify that no refurbished components are used for the Provision for Web Casting and related services, if any, for Bye-Election of State Assembly-2021. The tendered items to be delivered under this contract are certified as genuine and valid.

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

In case of violation of any of the conditions above, I/We Understand that I/We are liable to be blacklisted.

You're faithfully (Authorized signatory)

Signed: _____

Name: _____

In the capacity of: _____

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

Date: _____

Tel: _____ Fax: _____ e-mail: _____

ANNEXURE-3: SELF-DECLARATION (Declaration by Bidder regarding Qualifications) {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.

Declaration by Successful Bidder

In relation to my/our bid submitted for "Live Web casting of Several Polling Stations during the Bye-Election of State Assembly-2021" conforming to Bid & ECI standards in response to the NIB Ref. No. _____ dated _____ as an Owner/ Partner/ Director/ Auth. Signatory of _____, I/ We hereby declare that: -

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in RTPP Act 2012, RTPP Rules 2013 and this bidding document which materially affects the fair competition.
- f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- g) We do not have any previous transgressions with any entity in India or any other country during the last three years
- h) We do not have any debarment or black-listed by any other procuring entity
- i) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their

qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

- j) We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan 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) We agree to extend the validity of bid submitted on the communication of the PE.
- 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) We have submitted only one bid.
- o) We give our in principle consent to be select subject to mutually agree.
- p) We, understand the Video streaming of live web casting of Bye-Election of state -2021 lies 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/given to any entity, not retained in any form, not used for the purposed 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.

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.

Thanking you,

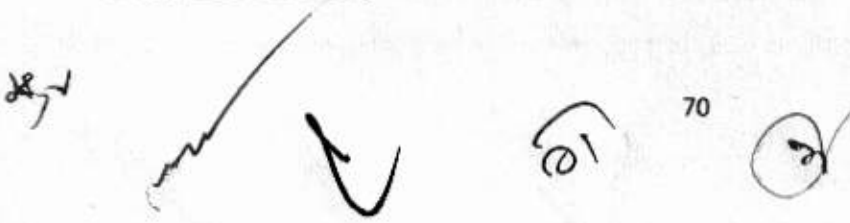
Name of the Bidder: -

Authorised Signatory: -

Seal of the Bidding Organization: -

Date: _____

Place: _____

Handwritten signatures and stamps at the bottom of the page. On the left, there is a signature. In the center, there is a large handwritten mark resembling a checkmark or a stylized 'V'. To the right of this, there is a circular stamp containing the number '10'. Further right, the number '70' is printed. On the far right, there is another circular stamp containing a handwritten mark.

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, RTPP 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/ECl.
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 ECl norms/guidelines/circulars.
5. I/We, understand the Video streaming of live web casting of Bye- Election of state Assembly-2021, lies with your department only and will hereby undertake that the given Video streaming of web casting and other election data capture 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 purposed 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 QUANTITY 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 several Polling Stations during the period of Bye- Election of State Assembly-2021 | Total 155 (Approx) Polling Stations in the Bye-Election of State Assembly-2021 | |

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

ANNEXURE-6: BID SECURING DECLARATION

Form of Bid Securing Declaration

Date: [insert date (as day, month and year)]
Bid No.: [insert number of bidding process]

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:

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/work order within specified period;
- c. when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified:
- d. when we do not deposit the performance security within specified period after the supply/work order 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 is required 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: _____

[insert complete name and address of the Bidder]

date of

Dated on _____ day of _____

[insert the date of signing]

Corporate Seal _____ [affix corporate seal of the bidder]

Handwritten marks and signatures at the bottom of the page, including a circled '2', a checkmark, and a large signature.

(Part-B: Financial Bid)

BIDDING FORM NO. 2:

Financial Bid Submission Sheet

Date:

NIB No.:

To,

{Procuring Entity}
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 reservations to the Bidding Document
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in the bid, Schedule of Supply, the following Goods and Related Services:

- (c) The total Price for our Bid 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) We give our in principle consent to be select subject to mutually agree.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

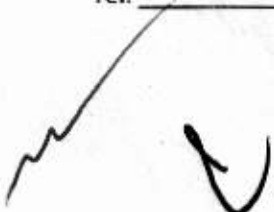
Date: _____

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

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

de, v



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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 select subject to mutually agree. 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:

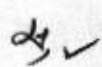
Signature of Authorized Signatory:

Name:

Designation:



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ANNEXURE-8: FINANCIAL BID (BoQ)

Financial Bid Format (BoQ)

Selection of Supplier for the live web casting on several polling stations during the Bye-Election of State Assembly-2021 conforming to ECI guidelines/ standards)

| S.No. | Name & Description of Item | Unit | Estimated Qty. | Service Charges in INR | Total Cost in INR Before Tax (this includes all levies & other incidental charges, if any) | Applicable Tax as on date (Tax Name & percentage Tax) | Applicable Tax in INR on Total Cost | Total Cost in INR (Inclusive of all taxes, charges, levies etc.) |
|-------|---|---------------------|--------------------|------------------------|--|---|-------------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6=4x5 | 7 | 8 | 9=6+8 |
| | <u>Selection of Supplier for live web casting on several polling stations during the Bye-Election of State Assembly-2021</u> | Per Polling Station | 155 (Apprx) | | | | | |
| | Total | | 155 (Apprx) | | | | | |
| | Total Amount in figures | | | | | | | |
| | Total Amount in words | | | | | | | |
| | | | | | | | | |

Note: Bidders submitting their Bids shall follow the Bid submission procedure as specified in the Bid document . Bidder should submit their financial bid.

2, ✓

Annexure-9: PERFORMANCE SECURITY DECLARATION

Form of Performance Security Declaration

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____ [insert name and number of Contract]

To,

{Procuring Entity}
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:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for "Selection of Supplier for live web casting on several polling stations during the Bye-Election of State Assembly-2021".

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

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

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[insert complete name and address of the Bidder] Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal

Note:

Performance Security Declaration shall only be dully filled in by the Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

Handwritten marks and signatures at the bottom of the page, including a large signature with the number 77 above it, and several smaller scribbles and initials.

ANNEXURE-10: 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 _____

(hereinafter called "the service Provider" [here "the means Selected supplier"]), 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 if other than a department of the State Government (hereinafter called "the Procuring Entity") on behalf of the all DEOs (Collectors), All Districts of Rajasthan (after execution of this agreement all the DEOs of the State shall be performing all jobs/grievance redressal/activities etc. for this Bid during contract period), 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 certain Services, viz., Live Webcasting and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of _____ (amount in figures and words) (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS 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 (technical and financial bids, terms & condition) 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. 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 supplier within the period as specified in the bid document.
5. In case of extension in the delivery and/ or installation period/ completion of work for live Webcasting, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -
 1. 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 day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

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

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

| Buffer and connection loss | Deductions from the total cost |
|----------------------------|--------------------------------|
| <10 Points Failure | 0% |
| >10 Points Failure | 10% |
| >50 Points Failure | 25% |
| >100 Point Failures | 50% |

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. 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 the stipulated date of completion of supply.
- iv. 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. The RTPP Act, 2012/Rules, 2013& GF&AR promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.

7. We, understand the IPR of the Live webcasting, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed 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.

8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

9. The PE hereby covenants to pay the service Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

| | |
|--|---|
| Signed By: () Designation: Company: | Signed By: () Designation: Election Department, Govt. of Rajasthan |
| In the presence of: () Designation: Company: | In the presence of: () Designation: Election Department, Govt. of Rajasthan |
| () Designation: Company: | () Designation: Election Department, Govt. of Rajasthan |

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the right and several smaller ones on the left.