

Election Department Rajasthan, Jaipur

Bid Document

Single Stage Two Envelope (Two Parts) "Live web casting of several polling stations of Rajasthan State during Upcoming Election/Bye-Election," Rajasthan based on Open Competitive Bidding Process for Rate Contract.

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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" [here in after 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 sign of bidder. Thereafter the signed bid on or before date/time. The PE is not responsible for any delay or not able to submit the bid in time by bidder due to any technical or non-technical reason whatsoever.

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**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT**

NOTICE INVITING BIDS(NIB)

Food Building, Secretariat, Jaipur (Rajasthan.)-302005.

Telephone:0141-2227194,2227638

Fax:0141-2227794, Email:ceojpr-rj@nic.in

F3(III)/A/ELE/LWC/2/P-I/ 3854

Date: 21/8/2025

Sealed Single Stage Two-envelopes unconditional online Bids are invited on e-Proc website/portal on behalf of the Governor of Rajasthan/ Election Department, **for rate contract for Live Web Casting on Polling stations of RAJASTHAN State for upcoming Election/Bye-Election** as per details of items given below up to 3.00 PM of 17/09/2025.

S.No	Name of article	Specifications	Quantity & unit (Polling Stations)	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 polling stations of RAJASTHAN State for upcoming election/Bye-Election	As mentioned in the bid/ECI guidelines	6875	1,85,00,000	1000/-	3,70,000/- (2% of estimated procurement cost)	90 Days	FOR Destination: as per decided by DEO at polling stations

1. Price preference and/or purchase preference as per Instructions to Bidders shall be admissible in evaluation and award of Contract.
2. 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.
3. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website <http://sppp.rajasthan.gov.in> and <http://eproc.rajasthan.gov.in>. The price of Bidding Document may be paid along with user charges/ processing fee at the time of online submission of the Bid.
4. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <http://eproc.rajasthan.gov.in> by following the

electronic Bid submission procedure as specified on the portal. Offline bid shall not be entertained.

5. RISL Processing Fee: Rs 2000/- (Rupees two thousand only) in form of Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur" and bid document fee, Bid Security fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur".
6. The Bid Document Fee & RISL Processing Fee in the form of Demand Draft or Banker's cheque in sealed envelopes or online shall be submitted and bid security fee may be given in the form of demand draft or banker's cheque or bank guarantee or electronic bank guarantee in specific format, of a scheduled bank or deposit through E-grass up to 3.00 PM of 17/09/2025 to the **OSD, Election Department, Rajasthan, Government Secretariat, Jaipur.**
7. Bids received after the specified Date/ Time shall not be accepted.
8. The Technical Bids shall be opened at 4.00 PM of 17/09/2025.
9. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
10. The Bidders shall have to submit a valid 'GST' registration and 'GST Return of last quarter' and the 'PAN' issued by Income Tax Department.
11. **Incomplete bids will be treated as non-responsive and will be rejected.**
12. Bid documents can be obtained from CEO office or can be downloaded from website <http://sppp.rajasthan.gov.in> and <http://eproc.srajasthan.gov.in>. <https://election.rajasthan.gov.in>


OSD

Election Department, Food Building, Secretariat
Jaipur (Rajasthan) 302005 India

**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT**

Food Building, Secretariat, Jaipur (Rajasthan.)-302005.

Telephone:0141-2227194,2227638

Fax:0141-2227794, Email:ceojpr-rj@nic.in

F3(III)/A/ELE/LWC/2/P-I/3856

Date: 21/8/2025

1. Bids for "Live web casting of polling stations during **Upcoming Election/Bye-Election** in Rajasthan" are invited from interested bidders up to 3.00 PM of 17/09/2025. Other particulars of the bid may be visited on the procurement portal (<http://sppp.rajasthan.gov.in>) and <http://eproc.rajasthan.gov.in> of the state & Departmental website <https://election.rajasthan.gov.in>

UBN.....

OSD

Election Department, Food Building, Secretariat
Jaipur (Rajasthan) -302005 India

Bid Data Sheet (BDS)		
1	Ref. of invitation of Bids	NIB No.....2025/
2	Name & Address of officer as the Procuring Entity (PE)** And For clarification purposes	Election Department(ED), Secretariat, Rajasthan, Jaipur - 302 005 on behalf of the District Election Officer (Collector), Rajasthan. Name OSD Address Election Department, Food Building, Secretariat, Jaipur (Rajasthan)-302005India. Phone No. 0141-2227255 Email osd.electionrj@gmail.com
3.	Placing Work Order/Payment authority	District Election Officer (Collectors), All districts of Rajasthan State
4.	Subject Matter of Procurement	"Live Webcasting of RAJASTHAN State for upcoming Election/Bye-Election 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.	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 per bidding document. The contract period will be for two years.
7.	Bid Procedure	Single stage two envelope bidding (two parts) rate contract open competitive bid procedure given at http://eproc.rajasthan.gov.in
8.	Bid Evaluation Criteria (Selection Method)	Selection of L-1 after technically qualified
9.	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: http://sppp.rajasthan.gov.in , http://eproc.rajasthan.gov.in https://election.rajasthan.gov.in BiddingdocumentfeeRs.1000/- (Rupees One Thousand only) In Demand Draft in favor of "Chief Electoral Officer, Rajasthan" payable at "Jaipur".
10.	Estimated Procurement Cost	1,85,00,000.00
11.	Bid Security* and Mode of Payment	(2% of the Estimated Procurement Cost/Bid Value or as per the latest order of FD), [(0.5% of the above procurement of bid in case of Small-Scale Industries of Rajasthan, 1% of the value of bid in case of Sick Industries of Rajasthan (refer details given in this bid)]
12.	Period of Sale of Bidding	Start Date: 21/08/2025
	Document (Start/ End Date)	End Date: - 17/09/2025 by 3.00 PM

Bid Data Sheet (BDS)		
14.	Date/Time/Place of Pre-bid Meeting	Pre-Bid Meeting Date/Time: - 08/09/2025 at 3.00 PM Pre-Bid queries submission: 07/09/2025, 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 OSD, Food Building, Secretariat, Jaipur
15.	Submission of Banker's Cheque/ Demand Draft for Tender Fee*	Start Date: after publication of Bid (during office time only) End Date : 17/09/2025 by 3.00 PM
16.	Date for the submission of Bids	Manner:(On E-Proc website http://eproc.rajasthan.gov.in) Up to 17/09/2025 by 3.00 PM
17.	Date/Time/Place of Technical Bid Opening	Date: 17/09/2025 Time 4.00 PM Place: Chamber of OSD, 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. MobileNumber1	
	e. MobileNumber2, 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 (authorized signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Envelops Bid - Two Parts) through e-Proc website/portal. However, DD for Bid Document Fees, Bid Security and RISL Processing Fee 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 bidders.

- 4) Bidder (authorized signatory) shall submit their offer both for technical and financial proposal on <http://eproc.rajasthan.gov.in> for Tender Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB or online on E-grass.
- 5) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee and Bid Security on or before the prescribed last date/time in the BDS, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favor of "Chief Electoral Officer" from any Scheduled Commercial Bank or online on E-grass
- 6) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 7) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 8) The provisions of RTPP Act, 2012 and Rules, 2013 thereto including amendment(s) shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto including amendment(s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

SCOPE OF WORK (SoW)

The Election Department, Government of Rajasthan has proposed that Live Web Casting of poll proceedings on poll day may be taken up Polling Stations of **RAJASTHAN State for upcoming Election/Bye-Election**, using IP based webcam and connectivity of either 4G/3Gbroadband, WiMAX, DSPT etc. for effective monitoring of Poll in the Polling Stations without compromising the secrecy of voting in connection with **upcoming Election/Bye-Election**. The webcasting is proposed based on local availability of connectivity inline with the directions of the Election Commission of India. The actual number of Polling Stations in which the web streaming to be taken up will be finalized based on the feasibility of net connectivity.

In view of the above, the OSD, Election Commission Rajasthan invites bids from the suitable bidders towards the Web Casting and related services for Name OF Election as per the technical specification and terms and conditions as laid down in this Tender document. The tender (NIB) is pan India based but they should have representatives & office in Rajasthan.

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

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

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

Supply and installation of IP- based web cameras with internet connectivity for recording and storage of Video and Audio to be used in the identified polling stations on the polling day along with required manpower to operate them to web stream the live data.

3 Manpower are to be deployed at CEO office, one manpower at each DEO office at one manpower at each RO office.

Training manual and training schedule at each RO/DEO office for the officials on the operation of web streaming software.

The manpower hired should not belong to any political party or should not be known sympathizers or supporters or close relatives of any contesting candidates or leaders of any political party and should not have been hired by any political party or contesting candidate.

Establishment of the centralized help desk with required manpower to manage and fix the complaints/issues coming up on the Polling day.

No Hospitality from any candidate and Political functionaries is accepted by hired manpower.

GENERAL INSTRUCTIONS

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.

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 OSD, Rajasthan(ED) shall not entertain any request for clarification from the Bidder regarding such legal aspects for submission of the Bids.

It will be bidders' responsibility that all factors have been investigated and considered while submitting the Bids and no claim whatsoever in relation to those of financial adjustments other than contract awarded under this tender will be entertained by the Office of the CEO, Rajasthan. Neither any time schedule nor financial adjustments arising therefrom shall be permitted on account of failure by the Bidder to apprise himself.

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.

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.

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.

The Bidder should be fully and completely responsible to the office of the CEO and the DEOs for all the deliveries and deliverables.

Successful Bidder should setup Operating System, Data Base and other software/applications to host the platform on the hardware in their data centre (which should be in India).

Successful Bidder should procure necessary software licenses, equipment, network elements and support. No unauthorized / illegal software / hardware to be used.

Arranging, managing and training of manpower of the state/district/head quarter/control room/polling booths/counting centers/strong room will be the responsibility of Successful Bidder.

Successful Bidder should operate & maintain all equipment and software 24X7 and regular monitoring as per requirement. Central helpdesk and District Level Help Desk should function 24X7 for technical support.

Successful Bidder need to develop central reporting portal (with Dashboard feature) showing the real-time progress / status of polling and central monitoring portals in real time. Detailed reports should be accessible, when a state / District / Polling Booth / Counting Centre is clicked on the central reporting portal.

The solution needs to be scalable and adaptable for new requirements in terms of technical features and scalability to handle additional locations if any, added for Webcasting.

The Technical solution should be such that the cameras for Webcasting monitoring streaming website and should be compatible for seamless integration.

- a) A certificate in the format mentioned in Section 63 of the Bharatiya Sakshya Adhiniyam, 2023 shall necessarily be given by the bidder before releasing the payment.
- b) The bidder has to ensure that the IT system is duly following the IT Act and ensure Cyber Security of the data and also ensure compliance of all such provisions of the cyber security as issued by ECI from time to time.
- c) The successful bidder has to maintain secrecy of the complete work and in case of breach of secrecy; appropriate legal action shall be initiated against the bidder under appropriate provisions of including Sections 43A, 66C, 66E, 72, 72A of IT Act, Sections 314, 316 (1,2,5) of BNS, Cyber Security laws and other applicable laws.

1. Guidelines of Election Commission of India

- a) During webcasting/recording of video in polling stations, it should be assured 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;
 - iv) Voter's visit to Voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit so that voter's secrecy is preserved under all conditions.
 - v) Presence of Polling Agents to the possible extent.
 - vi) Closing of poll.
 - vii) Sealing of EVM(BU/CU),VVPAT if used and giving copies of form 17-C to polling agents.
 - viii) Voter's queue and peripheral area of the polling agents.
- d) The web-camera should be set up at the polling station on the P-2 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 color scheme of black 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) Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed. Webcasting should not cover the face of BU and VVPAT so that secrecy of vote is preserved under all conditions.

2. **Contract Period** Two year from the date of order given by department.

3. **Selection of vendor for Live Webcasting-**

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

4. **Management, Supervision of Supply/Coordination etc. by Selected bidder:**

Successful selected bidder has to establish a setup in the district(s) mentioned of Rajasthan appropriately to coordinate, track, manage and control services. SPOC (single point of contact) of selected bidder shall be intimated to all district offices and CEO office along with email, fax and landline number etc. The successful bidder shall be responsible for live webcasting in districts. Any delays/interruptions in these services shall be liable for attraction of LD clause.

5. **Role of DEO for this Bid:**

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

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

After executing the agreement, all the DEO's of the state have been delegated powers to perform all (post agreement) activities and duties as they are procuring entity, such as order placing/processing on time, foresee requirement leading to placing order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensures orders adhere to agreement, payment as per directions of this department, auditing, testing/checking, grievance redressal, approve the ordering goods, terminate due to selected bidder become defaulter, finalize purchase details of orders and deliveries, supervising compliance with rules and procedures, etc. (but not limited to these only).

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

For this bid, after executing of the Agreement, DEO of the District shall be discharging post Agreement jobs/activities. All the responsibilities regarding this bid shall be of DEO concerned.

- a) DEO shall issue work order to vendor on the basis of directions issued by CEO office.
- b) The DEO is solely responsible for the site preparation, if any, before the scheduled installation dates.
- c) The DEO will ensure that ordered items will be delivered, installed and commissioned prior to 2 days of Polling Day (P-2 day) latest by 6.00pm on the day, as per directions

given to the Vendor-by District Electoral Officer (DEO) & 1 day before polling day for mock trial at 11.00am by Chief Electoral Officer (CEO).

- d) DEO will nominate technical official in the district as nodal officer webcasting to coordinate and facilitate for webcasting.
- e) Mock trials- one day before Poll (P-1 day) at 11.00am at CEO office, ECI, DEO and RO office.
- f) The Webcasting Data shall be kept in CDs or other suitable storage devices, properly sealed and indexed for easy retrieval in the safe custody of DEO.

6. **Role of Vendor:**

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day events during up-coming bye-election. Rajasthan with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items and ensure following along with brief scope of work given earlier.

- a) Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in polling stations the secured cloud environment.
- b) Supply and installation internet connectivity for use in the identified polling stations on the polling day.
- c) On Polling day IT Manager will be available for supervision for IT Support as below.
- d) The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations on TV (s) for viewing in the Offices of the CEO, DEO & ROs and ECI.
- e) Training manual and training schedules for attached officials of DEO office on the operation of the web streaming software.
- f) Establishment of the centralized Helpdesk in CEO Office and DEO Office and RO Office to manage and fix the complaints/issues coming up on the Polling days.
- g) The bidder is required to deploy manpower as per mentioned in this document .
- h) For Polling Stations: During the Polling, the Webcasting is to be carried out from the identified Polling Station on Poll Days
 - i) The number of Polling Stations, angle of the cameras to be placed and from which particular polling stations/location the live web casting streaming will be carried out.
 - j) For Web based streaming of audio & video connectivity at booth.
 - k) The vendor will be solely responsible for the installed equipments and other hardwares. The removal of all installed items will be done by vendor after polls in coordination with DEO office.
 - l) Establishment of State Level Control Room at CEO Office
- m) Mock trials- one day before polling ~~checking~~ at CEO office, ECI, DEO and RO office in coordination with DEO office.
- n) It shall be ensured that webcasting infrastructure is ready for full testing by P-2 days(6.00 pm) at all identified locations including Control Rooms facilities. Full rehearsal shall be ensured on P-1 day(11.00 am) to ensure glitch free operation on poll day.
- p) The bidder shall also provide the facilities in the offices of RO, DEO & CEO to view the live feeds of the polling day activities ~~smooth~~ on existing TV/PC of respective offices.

7. Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

- a) An Inception Report within 1 week, from the start of the assignment. The bidder shall provide Progress Reports consisting of
 - i) All works performed by the bidder.
 - ii) The Time Sheets/Attendance duly countersigned by the Nodal Officer
- b) All Other Reports as required for the successful execution of this assignment.
- c) Development and Maintenance of an MIS for all reporting purposes.
- d) A comprehensive report on the performance of the webcasting process (Up time/Down Time/interruptions) for all the polling stations in the district, as generated by the Realtime reporting software deployed specifically for assessing this.
- e) Final Report within 2 weeks of closure of all activities stipulated in the contract.
- f) The reports may be submitted in hardcopy and in soft copy(through e-Mail / MIS /Shared Folder over Internet) to the officers concerned.
- g) The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer webcasting (technical nominated by DEO), within 7 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.

8. Supply Installation and Commissioning

- a) Delivery: The ordered items shall be delivered, installed and commissioned **P-2 (latest by 6.00pm)** 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 latest by (P-20 days).
- b) The DEO is solely responsible for the site preparation, if any, before the scheduled installation dates.
- c) The details of the representatives responsible for attending the services managers higher level in-charge who is responsible to oversee the service centers, 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 (latest by P-15 days) to the CEO & DEO.

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

Technical Specifications and activities

Task I: Hosting of the web based streaming software

The bidder shall deploy suitably secured 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.266 compression or other equivalent open formats which can be read by variety of open source software solution.
2. Able to record at least 4kbps 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 at height of at least 7 feet. 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 constituency number and polling station no.(PS No.) should be visible clearly in camera view.
6. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the **Nodal Officer webcasting of DEO office**.
8. The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla FireFox and Apple Safari.
9. The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording.
10. The software shall provide video streaming URL with password protection to view district wise, 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) Recording the logs of streams to be offline/online for the purpose of calculation of

downtime of the systems.

- c) Option for auto rotation of videos within constituency/district/state level based on the type of user connected and options selected.
- d) Option for on-demand view of the polling stations wise video
- e) It should clearly capture and transmit the following aspects of the poll proceedings:-
 - i. Process of identification of voter by Polling Officer;
 - ii. Application of indelible ink on the finger of voter;
 - iii. Initialization of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
 - iv. Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit and VVPAT so that secrecy of vote 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, their carrying cases and distribution of attested copies of Form 17 C to polling agents.
 - viii. Voter's queue and peripheral area of the Polling Station (for outside camera)
- 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 authorized by the CEO/DEO. A certificate shall have to be provided by the bidder that this data of live webcasting is not accessible by anybody except the CEO/DEO/RO or any other person authorized by them and also that the data shall not be retained in any form by them.

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 7 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 bidder shall also develop/procure 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 (uptime/downtime), 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.
26. This software shall 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 II: 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 by DEO office.
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 at no extra cost.
6. 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.
7. The Bidder shall also provide a facility in the offices of RO, DEO & CEO, RAJASTHAN to view the live feeds of the polling day activities smoothly by providing LED TV 55 Inch.
8. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
9. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
10. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
11. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet/network bandwidth to accommodate the multiple video streaming.
12. The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer/PO Officer), in an excel/CSV format, to the bidder a few hours before the start of the election process for communication purposes.

13. The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling in each Control Centre.
14. The bidder shall provide the sufficient **internet** bandwidth for the livestreaming 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).
17. Manpower is to be deployed at CEO office, one manpower at each DEO office and one manpower at each RO office.
18. The bidder shall also provide the facilities, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smooth on existing TV/PC of respective offices (contradiction of para 7)

Task III: 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 manned by atleast two trained and qualified persons in state HQ operating under the Control of the Nodal Officer of CEO, RAJASTHAN.
3. Two technical managers are to be appointed by successful bidder for CEO office and 1 technical person to be provided each at DEO level and RO level respectively for monitoring entire webcasting process at least 3 days before polling.
4. The help desk should be operational on 2 days before polling (latest by 11.00am) 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 documents 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 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, 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 IV: Development of Training Material

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
 - a) For operating the web streaming Software/Cameras etc.
 - b) For Post event operation of the Video Surveillance Footage.
2. The Training Material should be in the following formats:
 - a) Documentation: Text based training material in the form of documents showing pictures / images and text of How-To Help Guides, etc.
 - b) Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How To Video shall also be made available.
3. The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

Task V: Reporting Requirements and Time Schedule for Deliverables:

The following would be the reporting requirements for the Bidder:

- A. An Inception Report within one (01) week, from the start of the assignment. Weekly Progress Reports consisting of
 - a. All works performed by the Bidder.
 - b. The Time Sheets / Attendance duly countersigned by the Nodal Officers of ROs/CEO, RAJASTHAN.
- B. All Other Reports as required for the successful execution of this assignment.
- C. Development and Maintenance of an MIS for all reporting purposes.
- D. Final Report within two (02) weeks of closure of all activities stipulated in the contract.
- E. The reports may be submitted in hardcopy and in soft copy (through e- Mail / MIS /Shared Folder over Internet) to the officers concerned.
- F. The Bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officers of DEO/ROs/CEO, RAJASTHAN, within 7 days after 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.

Task VI: Supply, Installation and Commissioning.

- i. **Delivery:** The ordered items shall be delivered, installed and commissioned as per the directions issued by DEO/RO/CEO, RAJASTHAN. The Bidder 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 DEO/RO/CEO, RAJASTHAN.
- ii. The DEO/RO/CEO, RAJASTHAN is solely responsible for the site preparation, if any, before the schedule installation dates.
 - iii. After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the format specified by DEO/RO/CEO, RAJASTHAN.
 - iv. The details of the representatives responsible for attending the services at each site / polling stations, name and designation of the contact person and centre in- charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the DEO/RO/CEO, RAJASTHAN.
 - v. In the event of non-acceptance of the items delivered to the DEO/RO, the Bidder shall immediately report to CEO, RAJASTHAN for suitable directions.
 - vi. The quantity mentioned in the E-TENDER is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by authorized officials of DEO/RO/CEO, RAJASTHAN.
 - vii. The 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.

Technical Specifications of the camera

During Polling	IP based web camera
	3Megapixelminimum
	Night vision capability
	Wide angle with 30/170 degrees coverage
	ON VIF profile S Complaint
	H.264 compression
	Minimum illumination of .05 lux.
	support16-4096Kbpscode rate
	Support constant bit rate/variableframerateofupto30fps
	Image control: Back light compression, Automatic white balance, 3D digital noise reduction.
	Display should be supported is 1920x1080.

NOTE-CEO Office may call technically selected firms for presentation and Demonstration in front of the committee.

Manpower to be supplied

	Number	Remarks
CEO office	3	
DEO office	41	One at each DEO office
R.O. office	200	One at each R.O. office

ELIGIBILITY/QUALIFICATION CRITERIA FOR TECHNICAL EVALUATION

A bidder participating in the procurement process shall possess the following minimum 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 Indian Companies Act, 2013 OR A Partnership firm registered under Indian Partnership Act,1932. AND The bidder should have been in the webcasting/IT/IT enable services/telecommunication business/video recording services/internet service provider for at least three years as on 31.12.2024	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 c) Workorders/Certificate /Registration certificate which depict experience in the field as in terms of years.	Copy to be enclosed
3	Establishment	(a) Bidder should have establishment of at least 3 years (b) The bidder should preferably have established office in Rajasthan or successful bidder will be required to establish/open branch office within 3 days of selection.	Documents Required: a) Year of Establishment (copy of registration) Address proof) b) Successful Bidder will provide Lease Agreement/ Rent Agreement with address if, office is opened after selection.	Copy to be enclosed

4	Experience	Bidder must have experience of carrying out multiple Location live web streaming (web Based audio & video streaming From multiple locations) for at least one customer references in State Election Departments, Central/State government level recruitment/testing agencies like UPSC/State PSC/NTA/SSC/RRB/IBPS etc. in last five years 1. Bidder should have minimum one order of Rs. 50 lacs or above for at least one customer references OR Bidder should have Two order of Rs. 30 lacs each or above for at least two customer references	Work order/certificate	Copy to be enclosed
5	Financial Turnover	The bidder should have a minimum average annual turnover of Rs. 75 Lacs in last three financial years. (2022-23,2023-24,2024-25)	Audited Balance Sheet of last 3 FY (2022-23,2023-24,2024-25) along with CA Certificate with CA's Registration Number/Seal Note :- If the Audited balance sheet for the financial year 2024-25 is not available, the provisional balance sheet may also be considered subject to certification by authorized chartered accountant.	Copy to be enclosed
6	Financial Net Worth	Positive	CA Certificate with CA's Registration Number/Seal	Copy to be enclosed
7	Tax Registration and Clearance	The bidder should have a registered number of GST a) GSTIN where his business is located b) Income Tax/PAN number.	Copies of GST registration Last Quarter GST return filed copy of Permanent Account No. Issued by Income Tax Department	Copy to be enclosed
8	Mandatory Undertaking	a) Bidders should:- not be insolvent, in	A Self Certified letter as per (Self-Declaration)	Copy to be enclosed

		receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conductor 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; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document. e) Not have been blacklisted by any Government or any Government Statutory agency. f) Not sublet the contract, if awarded. g) Have submitted only one bid only.	
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Section-III

INSTRUCTIONS TO BIDDERS (ITB)

1. Sale of Bidding/ Tender Documents:

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 on the <http://eproc.rajasthan.gov.in>. 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 while submitting the Bid to the procuring entity through E-Proc method.

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 Central/ Rajasthan Sales Tax/ VAT, Entry Tax, or applicable prevalent tax, charges etc. which should be shown separately. No cartage or transportation charges will be paid by DEO concerned and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises as mentioned in the bid.

3. Pre-bid Meeting/ Clarifications:

- a) Pre-Bid query submission, redressal etc. management shall not be done through E-Proc website. Only date of Pre-Bid meeting and the responses to the queries would be available on E-Proc website.
- b) Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to ceoipr-rj@nic.in and not to be uploaded on E-Proc website. In case the soft copy of the dully filled in Pre- Bid query format, is uploaded on E-Proc 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:
 - o Last date of submitting clarifications requests by the bidder: as per bid document.
 - o Response to clarifications by procuring entity: as per bid document.
- f) The finalized minutes and responses, if any, shall be provided through departmental website/email 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, and shall also be published on the other websites as mentioned in NIB.

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:

The bid is for "Selection of vendor for Live Webcasting of Polling Stations for upcoming/bye-election ".

- a. 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 electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>

- b. The bidders required to digitally 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 uploaded using DSC to E-Proc website the <http://eproc.rajasthan.gov.in>
- c. 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.
- d. Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document.
- e. While submitting the complete Bid Document as mentioned above instruments for tender fee amount and bid security fee amount should be physically sent to the PE on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.
- f. Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- g. Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- h. The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid.

7. Opening of Bids:

- a. The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorized representatives who choose to be present.
- b. Only Technical bids will be opened first and technical bids of firms will be evaluated as per Technical qualification criteria.
- 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. In financial evaluation technical bids qualified will be evaluated and final selection will be done on the basis of lowest rate received, irrespective of the marks obtained in the technical evaluation.
- e. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- f. If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
- g. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - Bid is as per pre-qualification criteria
 - Bid is accompanied by bidding document fee, bid security, relevant duly filled in Documents as per annexure(s) given in the Bid Document;
 - Bid is valid for the period, specified in the bidding document;
 - 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.
 - Any other information which the committee may consider appropriate through E-Proc method
- h. 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:

- a) The PE shall not consider any bid or its related documents, material, original instrument(s) etc. that arrives after the deadline for submission of bid, such bid shall be declared late, rejected, and returned unopened to the bidder. Offline bid shall not be entertained.
- b) All the documents should be digitally 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 <http://eproc.rajasthan.gov.in>.
- d) The Technical Bid shall contain the following:
 - Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms, pre qualification criteria documents, documents required for

technical evaluation and other 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);

- proof of payment of price of Bidding Document, Bid Security, in accordance with Bid Document;
 - written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
 - documentary evidence in accordance with Bid Document establishing the Bidder's eligibility to bid;
 - samples conforming to the ECI standards/guidelines and as required in the Bid Document;
 - any other document required in the BDS; and
 - others considered necessary otherwise to strengthen the Bid submitted.
- e) The Financial Bid shall contain the following:
- Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
 - Any other document required in the BDS.

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

- a. In lieu of bid security, a bid securing declaration shall be taken from 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.
- b. In case of open competitive bidding, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
 - i. Small Scale Industries (SSI) of Rajasthan it shall be 0.5% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid, and
 - ii. 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 1% of the estimated value of bid.
 - iii. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- c. Bid security instrument or cash receipt of bid security shall necessarily accompany the technical bid.
- d. Bid Security instrument or cash receipt of Bid Security shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security, if not exempted, shall be liable to be rejected.
- e. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- f. The bid security may be given in the form of a banker's cheque or demand draft or deposit through e-GRAS. The bid security must remain valid 90 days beyond the original or extended validity period of the bid.
- g. 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.
- h. 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.

- i. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short-listed successful bid and signing of Agreement and submitting performance security.
- j. The Bid security taken from a bidder shall be forfeited in the following cases, namely:
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the Act, chapter VI of the RTPP Rules.
 - if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
 - Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - No interest shall be payable on the bid security.
 - In case of the successful short-listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short-listed bidders furnish the full amount of performance security.
 - The procuring entity shall return the bid security after the earliest of the following events, namely:
 - i) The expiry of validity of bid security;
 - ii) The execution of agreement for procurement and performance security is furnished by the successful short-listed bidders ;
 - iii) The cancellation of the procurement process; or

Online submission of Bid security, bid document Fee and RISL processing fee

Bidders are requested to deposit sum amount required bid security, bid document fees and RISL bid processing fees in consolidation on E-GRAS, online government of Rajasthan revenue receipt system at web Portal <http://e gras.raj.nic.in/following> this procedure :-

Election Department, Jaipur			
Particulars of Items	Budget Head	Amount in Rs.	Remarks
Bid Document Fees	0075-00-800-52-01	1000/-	
Bid Security	8443-00-103-00-00	As per norms	
RISL Processing Fees	8658-00-102-16-01	2000/-	

- Bidders are required to register as registered user on **E-Gras** web portal.
- Bidders are required to deposit the above mentioned sums in rupees against bid security bid security, Bid document fees and RISL fees in respective budget heads at **E-Gras** web portal through online payment gateway system.
- After successful payment of all above fees in a single challan, Bidder will generate CIN no. receipt. Bidders are required to upload scanned copy of CIN no. receipt along with their technical bid proposal at procurement portal. Absence of CIN no. receipt bid proposal may be rejected.
- For more information regarding above procedure of **E-Gras** the bidder are suggested to go through circular no :-
 - F.6(5)FD/GD&AR/2018 Dated 27.04.2020 of finance department of Rajasthan government.
 - F.6(5)FD/GD&AR/2018 Dated 09.07.2020 of finance department of Rajasthan government.
- in case of failure of E-Challan generation or deposit through E Grass in proper manner, The bid document fees, bid security fees and RISL processing fees can be deposited by Demand draft/Banker Cheque to be submitted to Chief Electoral Officer, Rajasthan.

For help lease see <https://e gras.raj.nic.in/userManual/eGRAS.pdf>

How to deposit bid fee on E-Gras:-

Please visit on <https://e-gras.raj.nic.in/>

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

After login on <https://e gras.raj.nic.in>

Service challan -Choose department (204 Election department) select service (tender fee, E Proc). Cont.

Then select district Jaipur Office name (22294: Dy secy to Govt. of Rajasthan & Joint CEO Jaipur and fill the amount according above mentioned budget head.

- f) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short listed successful bid and signing of Agreement and submitting performance security.
- g) The bid Security taken from a bidder shall be forfeited in the following cases, namely.
 - i) When the bidder withdraws or modifies its bid after opening of bids.
 - ii) When the bidder does not execute the agreement, if any, after placement of work order within the specified period.
 - iii) When the bidder fails to commence the service or execute work as per work order within the time specified.
 - iv) when the bidder does not deposit the performance security within specified period after the work order is placed. And
 - v) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the act, chapter VI of the RTPP rules.
 - vi) if the bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document (Correction of Arithmetical Errors).
- g) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- h) No interest shall be payable on the bid security.
- i) In case of the successful short listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short listed bidders furnish the full amount of Performance security.
- j) The procuring entity shall return the bid security after the earliest of the following events, namely:-
 - i) the expiry of validity of bid security.
 - ii) the execution of agreement for procurement and performance security is furnished by the successful short listed bidders.
 - iii) the cancellation of the procurement process: or

12. **Deadline for the submission of Bids:**

- a. Bids shall be submitted on E-Proc website 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.
- 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. **Lack of Competition:** In case of situation of lack of competition arises the provision given in RTPP Act, 2012 and RTPP Rules, 2013 will be followed.

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. 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:**

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 (as per RTPP Act, 2012 and RTPP Rules, 2013):-

16. **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.

17. **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:-

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; the process of opening of the financial Bids shall be similar to that of technical Bids. conditional Bids are liable to be rejected; 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.

18. **Correction of Arithmetic Errors in Financial Bids:**

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

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;

19. 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.

No price purchase preference shall be considered in evaluation of bid and award of contract.

20. 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.

21. 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.

22. 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> as well as E-Proc website.

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

26. Performance Security:

- a. All the successful short-listed bidders have to execute agreement and furnish performance security.
- b. Prior to execution of agreement, Performance Security shall be solicited from the successful short - listed bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- c. The amount of performance security shall be as per rules .
- d. Performance security shall be furnished in any one of the following forms:-
 - i) Bank Draft or Banker's Cheque of a scheduled bank;
 - ii) 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;
 - iii) 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 short-listed bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 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:-

- i) when the Bidder short-listed 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
 - ii) when the Bidder short-listed fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - iii) when Bidder short-listed fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - iv) When any terms and conditions of the contract is breached; or
 - v) Failure by the Bidder short-listed to pay the Procuring Entity any established dues under any other contract; or
 - vi) if the Bidder short-listed breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.
- h. Notice will be given to the bidders short-listed with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
- i. No interest shall be payable on the Performance Security deposited by the bidders short-listed.

29. Execution of agreement:

In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, 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.

30. 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.

31. 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 -

32. 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 -
- c. 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;
- d. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- e. not indulge in any collusion, Bid rigging or anti- competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- f. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- g. 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;
- h. not obstruct any investigation or audit of a procurement process;
- i. disclose conflict of interest, if any; and
- j. 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.
- k. 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: -
- l. exclusion of the bidder from the procurement process;
- m. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

- n. forfeiture or encashment of any other security or bond relating to the procurement;
- o. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- p. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- q. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

33. 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.

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

35. **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.

36. **Offenses by Firms/ Companies:**

- a. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b. 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 -

- i. "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
- ii. "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.

37. Debarment from Bidding:

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - i) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii) under the Bharatiya Nyaya Sanhita (BNS) , 2023 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.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

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

1) Contract Documents

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) Language

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

3) Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) Bidder must quote products in accordance with above clause "Eligible good and related services".

4) 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 selected bidder has to supply goods within the period as mentioned in the BDS.

5) Delivery & Installation (which ever is applicable)

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

6) Supplier's/Selected Bidder's Responsibilities

The Supplier/Selected 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.

7) Purchaser's Responsibilities

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

8) Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments there to ,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.

9) 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.

10) 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.

11) 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.

12) 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 here to 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 here after 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.

13) Specifications and Standards

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

concerned DEO whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

14) Inspection

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

15) 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.

16) 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/CEO, after submission of an invoice by the successful selected bidder in a triplicate for payment: -
 - On Completion of live webcasting;
 - After deducting all types of penalties, due to any reasons mentioned in the bid, if any.

17) PENALTIES:

a) 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 .

b) Penalty/ Deduction

- 100% Server, Network & Power Uptime SLA: The Bidder shall provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Poll Day as declared by the ECI and shall be from the commencement of the Poll to the end of the Poll or as decided by the DEO/RO/CEO, RAJASTHAN. No payment shall be made for uptime or service availability less than 90%. Service

availability duration will be count from stating of mock poll to departure of polling parties from polling station.

* Service availability shall be assessed by the live feed logs as recorded by the Software used by the vendor for this purpose and also from the report of the concerned Returning Officer.

Following would be the additional penalty-

1. if installation/Commissioning of equipment is not done on P-2 days (but done before polling P-1 day): 10% of the tendered amount for the Polling Station
2. If webcasting equipments have not been installed at any polling station, there shall not be any payment for that polling station, also 25% of the total cost of non-available locations, shall also be deducted from total cost of the Assembly Constituency.
3. If there is breach of secrecy, disclosure of data, unauthorized access to data to any one and theft of data 15% of total cost of work order to bidder shall be deducted from the payment.

Note:

- In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in DVD/ External hard Disk within 7 days to the officials concerned. No payment shall be made for polling station where 100% backup is not provided.
- All the Polling data must be copied in to External Hard Disk and made available to the RO/DEO and CEO office within 7 days from the date of completion of work.
- An Undertaking for non-retention of recorded data gathered from Web Streaming of Video and audio for upcoming election/Bye-election as to be submitted to CEO office.
- Any downtime that occurred due to any reason thereof should be duly calculated by the system/software and it should be certified by the "Ministry of Electronics and Information Technology" (MeitY) approved Cloud service providers.

18) 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.

19) 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.

20) Force Majeure

- a. The supplier/ selected bidder shall not be liable for forfeiture of its Performance

Security deposited, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of The supplier/selected bidder that is not foreseeable, is unavoidable, 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.

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
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) 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.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.
- (e) First Appellate Authority: CHIEF ELECTORAL OFFICER AND EX- OFFICIO PRINCIPAL SECRETARY TO GOVERNMENT, ELECTION DEPARTMENT, RAJASTHAN, JAIPUR
- (f) Second Appellate Authority: SECRETARY FINANCE (BUDGET) GoR

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: CHIEF ELECTORAL OFFICER AND EX- OFFICIO PRINCIPAL
SECRETARY TO GOVERNMENT, ELECTION DEPARTMENT,
RAJASTHAN, JAIPUR

Second Appellate Authority: SECRETARY FINANCE (BUDGET) GoR

Particulars of appellant:

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

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

- i.
- ii.
- iii.

2. 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:

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

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

5. Grounds of appeal:

.....

..... (Supported by an affidavit)

6. Prayer:

.....

.....

Place

.....

Date.....

Appellant's Signature

BIDDING FORM NO.-1:

Technical Bid Submission Sheet

Date:

NIB No.:

Alternative No., if permitted:

To,

OSD
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 underst and that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit Government of Rajasthan or the Procuring Entity or DEOs or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

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

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

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/ Suggestion/ Clarification sought
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 and <http://eproc.rajasthan.gov.in> **In case the soft copy of the dully filled in Pre-Bid query format, is uploaded on sppportal and http://eproc.rajasthan.gov.in website then it would not be entertained and processed.**
3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to ceojpr-rj@nic.in and <http://eproc.rajasthan.gov.in> with a subject line of "PBQ for selection for Live Web Casting".

ANNEXURE-2

BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

(To be given on the letterhead of the Service Provider)

To,
{Procuring Entity}
OSD
Election Department,
Secretariat, Jaipur (Rajasthan)-302005.

Ref: NIB No. date:

WHEREAS

We, who are "Service Provider" of _____

Having Office(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:

"Liveweb casting of polling stations for upcoming/Bye-election"

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:

Authorized Signatory:-

Name:

Seal of the Organization:-

Position:

(Includes complete
address) Date: ---
Place: -----

Annexure-3
Turnover Certificate
(To be given by authorized CA)

Date: _____

NIB No.: _____

To,
{Procuring Entity}
OSD, Election Department,
Secretariat, Jaipur (Rajasthan) - 302005

We, the Statutory Auditors of (Name & Address of M/S)

.....
.....
hereby certify that the total Annual Turnover of the company during the previous three financial years as per audited financial statements are as follows:-

Rs. in Crore

Sl No.	Financial Year	Annual Turnover
1	2022-23	
2	2023-24	
3	2024-25	

Authorized CA Signature & Seal

Address:.....

Date.....

Place:-.....

ANNEXURE- 4

DECLARATION BY BIDDER {to be filled by the bidder}

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

To,

{Procuring Entity}
OSD, Election Department,
Secretariat, Jaipur (Rajasthan) - 302005.

Ref:NIB No.

date:

**Letter of
Understanding/Declaration**

Sir/Madam,

I/Wehave gone through the terms and conditions, scope of work and Specifications and will abide by the conditions laid down in the Tender Document, Technical Bid and Commercial Bid and certified that :

I/Wehereby 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/Wehereby 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 Upcoming/Bye-election. 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/WeUnderstand 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-5

SELF-DECLARATION (Declaration by Bidder regarding Qualifications) (to be filled by the bidder)

To,

{Procuring Entity}

OSD, Election Department,

Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

Declaration by Successful Bidder

In relation to my/our bid submitted for "Live webcasting of several Polling Stations for upcoming/Bye-election" conforming to specifications in 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, RTP Rules 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 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.
- j) We agree to extend the validity of bid submitted on the communication of the PE.

- k) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid.
- l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.
- m) We have submitted only one bid.
- n) We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be more bidders short-listed successful bidders.
- o) We, understand the Video streaming of live web casting for upcoming/Bye-election 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.
- p) 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: -

Authorized Signatory: -

Seal of the Bidding Organization:-

Date:

Place:

ANNEXURE-6

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

To,

{Procuring Entity}

OSD, 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 Rules, 2013 and amendment(s) issued and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in "Supply of IP based Camera for web casting on hire basis", to meet the desired Standards set out in the bidding Document/ECI.
4. I/We are "Supply of IP based Camera for web casting on hire basis" and declare that IP based camera supplied shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.
5. I/We, understand the Video streaming of live web casting for upcoming/Bye-election 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 purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the

Organization:- Date: .

Place: _____

ANNEXURE-7

BILL OF MATERIAL (BOM)

S.N.	DESCRIPTION OF ITEM	ESTIMATED SERVICES TO BE SUPPLIED DURING THE CONTRACT PERIOD (Polling Stations)	BIDDERS ACCEPTANCE OF SUPPLY AS PER T&C MENTIONED IN THE BID DOCUMENT (YES/NO)
1	Live web casting of polling stations during Name Of Election in Rajasthan	6875	

(Part-B:FinancialBid)

BIDDING FORM NO:2**Financial Bid Submission
Sheet**

Date:

NIBNo.:

To,

{Procuring
Entity}
OSD, 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 Bidder subject to mutually agreement.
- (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: _____

ANNEXURE-8**FINANCIAL BID COVER LETTER FORMAT** {to be submitted by the bidder on his Letter head}

To,

{Procuring Entity}
 OSD, Election Department,
 Secretariat, Jaipur (Rajasthan)-302005.

Reference: NIB No.: _____ Dated: _____

Dear Sir,

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

1. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
2. I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.
3. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance security as prescribed in the bidding document.
4. I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
6. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We give our in principle consent to be bidder subject to mutually agree. We also agree that there can be more than 1 successful Bidders. The rate quoted is applicable for all the districts of the State of Rajasthan.
9. I/We will not sublet the contract if awarded to us.
10. I/ We have not modified, changed etc. any word/line/Para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/Para/text from the original bid.
11. I/ We would be responsible to all the DEOs and other authorities of concerned area, as per bid terms & condition mentioned herein.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard. We have submitted only solution/goods based proposal and understand that in case of multiple bids proposed, may lead to reject our bid for which we only are the responsible.

Date:

Signature of Authorized Signatory:

Name:

Designation:

ANNEXURE-9
FINANCIAL BID (BoQ)

Financial Bid Format (BoQ)

Selection of Supplier for the live webcasting on several polling stations during Upcoming Election/Bye-election in Rajasthan conforming to ECI guidelines/standards)

Financial Bid Format:

Sr. No.	Item	Rate inclusive of all taxes, levies and any other expenses excluding GST	Applicable rate of GST	Applicable GST amount	Total cost inclusive of GST
1	Charges for carrying out web streaming/recording, viewing & other services mentioned in the Bid Document for polling event at each polling station				

Note:

1. Actual order will be placed by DEO Office based on the requirement in the district at Approved finalized rates.
2. This cost include cost of per Polling station internet connectivity and man power.
3. Live webcasting may also be arranged in the exterior part of polling stations whose quantity may be up to 10 %. Payment for this service shall be made at the approved and finalized rate applicable for live webcasting conducted inside polling stations.
4. Number of Polling Stations on which webcasting to be done may vary based on the requirement of the department. Further there is not surety regarding minimum quantity as per RTPP rules 29(2)(a).

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 _____

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

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

After "the Contract Price").

NOW THIS AGREEMENT WITNESSET HAS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The bid document issued vide even no. dated and work order no. dated shall be deemed to form and be read and construed as part of this Agreement.

3. Period of contract will be.....to.....

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

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

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

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

Note:

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

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

7. The Election department hereby covenants to pay the Supplier and service provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time 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:	Signed By:
0 Designation: Company:	() Designation: Election Department, Govt. of Rajasthan
In the presence of:	In the presence of:
0 Designation: Company:	0 Designation: Election Department, Govt. of Rajasthan
0 Designation: Company:	0 Designation: Election Department, Govt. of Rajasthan

Non - Disclosure Agreement & Security of Data

Non - Disclosure Agreement (Sample)

Selected Vendor shall sign the Agreement

THIS AGREEMENT MADE ON THIS THE ____ DAY OF ____ 2025 BY AND BETWEEN <Party 1>, a company incorporated under the Companies Act, 1956 or company Act 2013 and having its registered office at <<address>> (hereinafter referred to as " ", which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) OF THE ONE PART;

AND

[Please fill in Customers name] and having its office at [Please fill in address] (hereinafter referred to as "Customer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) OF THE OTHER PART;

PARTY 1 and CUSTOMER shall hereinafter be referred to as such or collectively as "Parties" and individually as "Party".

WHEREAS both the Parties herein wish negotiate with each other for the purpose of entering into a potential contract in relation to [Please fill in details of proposed transaction] ("Proposed Transaction");

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other's business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as "Confidential Information", more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. "Confidential and or proprietary Information" shall mean and include any information disclosed by Customer (Disclosing Party) to the Party 1 (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other nonpublic information, material or data relating to the current and/ or operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party and any other material that may be accessed by the Receiving Party as part of execution of the contract. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction and with express written approval of the Disclosing Party.

3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's direct employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
7. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i. is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii. was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii. was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv. has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.
8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
9. Party 1 shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
10. Party 1 agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Customer irreparable injury for which it would have no adequate remedy at law and further agrees that the Customer shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This

Agreement, the Customer is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.
13. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days' notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of one year from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

- i. years after the termination of the binding agreement
- ii. years after the expiry of the binding agreement (whichever is earlier)

14. Each Party warrants that it has the authority to enter into this Agreement.
15. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
16. The relationship between both the Parties to this Agreement shall be on a principal-to principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of CUSTOMER shall be considered as employees of PARTY 1.
17. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in , for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be , India and the arbitration proceedings shall take place in the English language.
18. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
19. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Affidavit for political neutrality

Selected Vendor shall sign the affidavit

To

The CEO, RAJASTHAN

I, _____, presently working as _____ representing _____ do hereby State that I am authorized in my official capacity to swear and depose to the present affidavit and as such, I am aware of the facts and circumstances based on the records of matter.

1. State that the _____ of which I am official representative have entered in a contract with _____, dated _____ to carry out the following works / tasks / activities _____ for the purpose of _____.
2. State that I and the organization I represent and any promoters, partners, Directors, office bearers, employees, permanent, temporary and / or casual shall diligently adhere to the standards of political neutrality and fairness required and not utilize any information, document, media, data or any other material obtained, accessed or acquired by us through the scope of work or in the course of execution of the contract, whether confidential or not, for any political purpose or wrongful gain nor share the same with any political organization, person or party.
3. State that I and the organization I represent and any promoters, partners, Directors, office bearers, employees, permanent, temporary and / or casual do not have any links, dealings or agreements with any organization, person or party of political nature.

Deponent Verification:

Letter of Undertaking of non-Blacklisting

Selected Vendor shall give the undertaking

To

The CEO, RAJASTHAN

Sub: Undertaking for participating in the Chief Electoral Officer, RAJASTHAN offer for Webcasting and Related Services for General Election to - Reg.

Ref.....

Sir,

I/Wehave gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Technical specifications, scope of work as per the approved rates.

I/We hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings /Local Bodies/ Multi National Organizations during the last five years. We also hereby confirm that our EMD/ SD was not forfeited by any State Governments/ Central Government / Public Sector Undertakings/Local Bodies during the last five years due to our non- performance, non-compliance with the laid conditions etc.

I/We hereby declare that all the particulars furnished by us 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 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 Webcasting and related services for General Election to The items to be delivered under this contract are certified as genuine and valid.

I/We certify that no data shall be stored, shared, uploaded in any foreign, unsecure platform or server are used for the Provision for Webcasting and related services for General Election to The data to be delivered under this contract shall be secure.

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

In case of violation of any of the conditions above, I/We understand that I/ We are liable to be blacklisted and proceeded against as per law .

Yours faithfully,
(Authorized signatory)

Name: -

Designation with seal:

Please Note: If the bidding firm has been blacklisted by any State Governments / Central Government/ Public Sector Undertakings / Local Bodies /Multinational organizations in last 5 years, then the details should be provided.