



# कार्यालय मुख्य निर्वाचन पदाधिकारी, छत्तीसगढ़

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दूरभाष - 0771-2236685

**Website: ceochhattisgarh.nic.in, E-mail ID: ceoraipur.cg@gov.in**

क्रमांक 06/चार/मत.केन्द्र/वेबकास्टिंग/2023/2481

रायपुर, दिनांक ...../07/2023

06 JUL 2023

प्रति,

आयुक्त,  
जनसम्पर्क संचालनालय,  
विज्ञापन शाखा,  
इन्द्रावती भवन, ब्लॉक-ए, भूतल,  
नवा रायपुर अटल नगर (छ.ग.)

विषय :- निविदा आमंत्रण सूचना प्रकाशन बाबत ।

—00—

विषयान्तर्गत, भारत निर्वाचन आयोग, नई दिल्ली के निर्देशानुसार छत्तीसगढ़ राज्य में स्थित मतदान केन्द्रों में वेबकास्टिंग हेतु निविदाएं आमंत्रित की जानी हैं ।

अतएव संलग्न निविदा आमंत्रण सूचना को दिनांक 10.07.2023 या उसके पूर्व प्रदेश स्तर पर प्रकाशित होने वाले बहुप्रसारित दो समाचार पत्रों में तथा राष्ट्रीय स्तर पर प्रकाशित होने वाले दो बहुप्रसारित समाचार पत्रों में यथोचित प्रकाशन करें तथा प्रकाशित निविदा सूचना की एक-एक प्रति इस कार्यालय को उपलब्ध कराने का कष्ट करें ।

*Prina*  
5/7/2023  
(रीना बाबासाहेब कंगाले)  
मुख्य निर्वाचन पदाधिकारी,  
छत्तीसगढ़, रायपुर

पृ. क्रमांक 06/चार/मत.केन्द्र/वेबकास्टिंग/2023/2482 रायपुर, दिनांक ...../07/2023

प्रतिलिपि :- श्री विनोद आगलावे, सिस्टम मैनेजर, कार्यालय मुख्य निर्वाचन पदाधिकारी, छत्तीसगढ़ को निविदा आमंत्रण सूचना कार्यालयीन वेबसाईट में अपलोड करने हेतु सूचनार्थ प्रेषित ।

*Prina*  
5/7/2023  
मुख्य निर्वाचन पदाधिकारी,  
छत्तीसगढ़, रायपुर



# कार्यालय मुख्य निर्वाचन पदाधिकारी, छत्तीसगढ़

डी.के.एस. भवन, पुराना मंत्रालय परिसर, इन्द्रावती खण्ड, शास्त्री चौक, रायपुर (छ.ग.)  
दूरभाष - 0771-2236685

**Website: ceochhattisgarh.nic.in, E-mail ID: ceoraipur.cg@gov.in**

क्रमांक 06 / चार / मत.केन्द्र / वेबकास्टिंग / 2023 / 2483

रायपुर, दिनांक ..... / 07 / 2023

06 JUL 2023

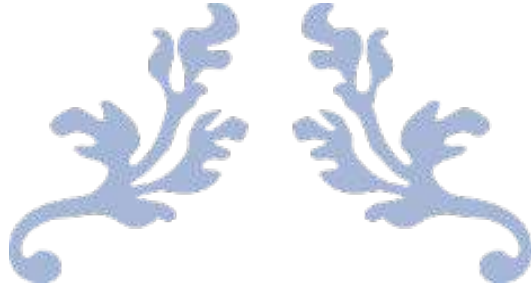
## निविदा आमंत्रण सूचना

कार्यालय मुख्य निर्वाचन पदाधिकारी, छत्तीसगढ़ की ओर से संस्थाओं तथा उनके द्वारा अधिकृत फर्मों से भारत निर्वाचन आयोग के निर्देशानुसार राज्य में स्थित कुल मतदान केन्द्रों के 50% मतदान केन्द्रों में वेबकास्टिंग कराये जाने हेतु निविदाएं आमंत्रित की जाती हैं ।

निविदा प्रपत्र एवं अन्य जानकारियां राज्य की निविदा पोर्टल - <http://www.eproc.cgstate.gov.in/> अथवा कार्यालय की वेबसाईट <https://ceochhattisgarh.nic.in/> से दिनांक 10.07.2023 से डाउनलोड की जा सकती है । विवरण निम्नानुसार है :-

निविदा प्रपत्र जमा करने की प्रारंभिक तिथि	10.07.2023 समय सायं 03:00 बजे से
निविदा प्रपत्र जमा करने की अंतिम तिथि	16.08.2023 समय सायं 03:00 बजे तक
निविदा प्रपत्र समिति के समक्ष खोलने की तिथि	16.08.2023 समय अपराह्न 04:00 बजे

*Prina*  
5/7/2023  
(रीना बाबासाहेब कंगाले)  
मुख्य निर्वाचन पदाधिकारी,  
छत्तीसगढ़, रायपुर



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# BID DOCUMENT

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**Live Web Streaming (Audio, Video, Record, Viewing and Other Services) On The Day Event  
At Polling Stations – Zone Wise**



2023

OFFICE OF CHIEF ELECTORAL OFFICER CHHATTISGARH

# Format of NIB for Publication on Procurement Portal

(Office of the Chief Electoral Officer, C.G.)  
**1st Call - NIB(NOTICE INVITING Bids)**

NIB No: 001/2023

Date:10.07.2023

Sealed Single Stage Two-envelopes unconditional online Bids are invited one-Proc website/portal <https://eproc.cgstate.gov.in/> by Chief Electoral Officer, for the selection of vendor for **“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”** as per the guidelines of Election Commission of India, for the item as listed below up to **03:00 PM on 16.08.2023**.

Sr.	Name of article	Specifications	Quantity and unit(tentative polling stations numbers – Zone Wise )	Estimated Procurement Cost	Price of Bidding Document (Rs.)	Amount of bid security (Rs.)	Validity Period of bid	Place of Delivery
1.	<b>Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise</b> <i>(upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work)</i>	As mentioned in the bid document and as per ECI's guidelines .	ZONE - 1 DURG - 2667 PS	Rs. 2,40,03,000 (approx..)	Rs. 10,000	Rs. 2,40,000	01 year	FOR Destination: as per decided by CEO and DEO to be done at polling stations – Zone Wise .
			ZONE - 2 RAIPUR – 2627 PS	Rs. 2,36,43,000 (approx..)		Rs. 2,40,000		
			ZONE - 3 BILASPUR – 3342 PS	Rs. 3,00,78,000 (approx..)		Rs. 3,80,000		
			ZONE - 4 SURGUJA – 1860 PS	Rs. 1,67,40,000 (approx..)		Rs. 1,70,000		
			ZONE – 5 BASTAR NORTH – 1017 PS	Rs. 91,53,000 (approx..)		Rs. 1,00,000		
			ZONE – 6 BASTAR SOUTH – 449 PS	Rs. 40,41,000 (approx..)		Rs. 1,00,000		

- The bid is for a Rate Contract for selection of supplier of scope of work for the above mentioned items.
- The Bidders may enclose the specifications, catalogue, and other product characteristics offered. They shall also include details on their backup services offered, warranties, etc.
- The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website <https://eproc.cgstate.gov.in/> and <https://ceochhattisgarh.nic.in/> .The price of Bidding Document may be paid through Demand Draft/Challan in favor of Chief Electoral Officer, Chhattisgarh, payable at Raipur.



4. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <https://eproc.cgstate.gov.in/> by following the electronic Bid submission procedure as specified on the portal.
5. The Bid Security in the form of Demand Draft or Challan shall be submitted personally or by post in sealed envelopes up to **03:00 p.m. 16.08.2023** to the **Chief Electoral Officer Chhattisgarh, Office of the Chief Electoral Officer, C.G., in front of old Mantralaya, Opposite DKS Building, Shastri Chowk, Raipur 492001** bearing "*Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise*".
6. Bids received after the specified time and date shall not be accepted. **Off-line bids shall not be entertained.**
7. Bids are invited electronically. The procedure for submission of Bids, including payment of Bidding Document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal <https://eproc.cgstate.gov.in/>.
8. Any queries relating to the process of online bid submission or queries relating to SPP Portal in general may be directed to the Portal Helpdesk **Toll Free 18004199140** **Email ID- helpdesk.cgeproc@Mjunction.in**
9. Any queries relating to tender document and the terms and conditions contained there in should be mailed to [ceoraipur.cg@gov.in](mailto:ceoraipur.cg@gov.in)
10. The Technical Bids shall be opened on **04:00 p.m. 16.08.2023** in chamber of **CEO, Office of the Chief Electoral Officer, Chhattisgarh.**
11. The procuring Entity may reject any or all Bids without assigning any reason thereof.
12. To participate in the online bidding process; bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic bids. Bidders can procure the same from many CCA approved certifying agency, i.e. TCS, Safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
13. Important timelines for tender :

S NO.	TASK	DATE	Time
1	<b><i>Bid Invitation Start Date</i></b>	10-07-2023.	03:00 p.m
2	<b><i>Bid Invitation End Date</i></b>	16-08-2023	03:00 p.m.
3	<b><i>Pre Bid Queries Invitation End Date</i></b>	17-07-2023	12:00 p.m.
4	<b><i>Pre Bid Meeting Date</i></b>	20-07-2023	01:00 p.m.
5	<b><i>Bid Opening</i></b>	16-08-2023	04:00 p.m.
6	<b><i>Financial Bid Opening Date</i></b>	Will be intimated	--

Sd/-

**Chief Electoral Officer  
Chhattisgarh**  
Office of the Chief Electoral Officer, C.G.

<b>Bid Data Sheet (BDS)</b>		
1	<b>Ref. of invitation of Bids</b>	<b>NIB No.-001/2023 dated: 10.07.2023</b>
2	<b>Name &amp; Address of officer as the Procuring Entity (PE)** And For clarification purposes</b>	Chief Electoral Officer Chhattisgarh, Office of the Chief Electoral Officer, Chhattisgarh, in front of old Mantralaya, Opposite DKS Building, Shastri Chowk, Raipur on behalf of the District Election Officers (Collectors), All Districts of Chhattisgarh. Name Mrs. Reena Babasaheb Kangale Designation Chief Electoral Officer, Chhattisgarh Address Office of the Chief Electoral Officer, in front of old Mantralaya, Opposite DKS Building, Raipur, C.G. Phone No. 0771 2236446 Email <a href="mailto:ceorapur.cg@gov.in">ceorapur.cg@gov.in</a>
3	<b>Placing Work Order /Payment authority</b>	Office of CEO/DEO of all Districts of <b>Chhattisgarh</b> State
4	<b>Subject Matter of Procurement</b>	<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”</i></b>
5	<b>FOR Destination</b>	District Election Officer, (Collector), All Districts, ( <b>Chhattisgarh</b> ); venue as decided BY CEO CG and DEO
6	<b>Joint Venture / Consortium / Association of Bidders</b>	Shall Not Be Allowed
7	<b>Contract Period</b>	1 year
8	<b>Bid Procedure</b>	Single Stage Two Envelopes Bidding (Two Parts) rate contract Open Competitive Bid procedure given at <a href="https://eproc.cgstate.gov.in/">https://eproc.cgstate.gov.in/</a> Also attached to the tender document
9	<b>Bid Evaluation Criteria (Selection Method)</b>	Selection of bidder Zone Wise, whose rates are financially lowest Zone Wise after technically qualified
10	<b>Websites for downloading Bidding Document, Corrigendum's etc.</b>	Websites: <a href="https://eproc.cgstate.gov.in/">https://eproc.cgstate.gov.in/</a> and <a href="https://ceochhattisgarh.nic.in/">https://ceochhattisgarh.nic.in/</a>
	<b>Bid Document Fee</b>	Rs. 10,000/- (Rupees Ten Thousand Only) plus applicable tax in DD/Challan in favor of “ <b>Chief Electoral Officer, Chhattisgarh</b> ” payable at “ <b>Raipur</b> ” To be submitted Before 03:00 p.m. on 16.08.2023
11	<b>Estimated Procurement Cost</b>	<b>Zone Wise Details :</b> <b>Rs. Two Crores Forty lakhs Three Thousand Only</b> for Zone-1 <b>Rs. Two Crores Thirty Six lakhs Forty Three Thousand Only</b> for Zone-2 <b>Rs. Three Crores Seventy Eight Thousand Only</b> for Zone-3 <b>Rs. One crore Sixty Seven Lakhs Forty Thousand Only</b> for Zone-4

		Rs. Ninety One lakhs Fifty Three Thousand Only for Zone-5 Rs. Forty Lakhs Forty One thousand Only for Zone-6
12	<b>Bid Security* and Mode of Payment</b>	Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-1 Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-2 Rs. 3,80,000/- (Rupees three lakhs eighty thousand Only) for Zone-3 Rs. 1,70,000/- (Rupees one lakh seventy thousand Only) for Zone-4 Rs. 1,00,000/- (Rupees one lakh Only) for Zone-5 Rs. 1,00,000/- (Rupees one lakh Only) for Zone-6 Mode of Payment: Demand Draft/challan in favor of Chief Electoral Officer, Chhattisgarh payable at Raipur Note – EMD will be paid Zone Wise in the form of Demand Draft/Challan of amount as per mentioned in this document along with single covering letter mentioning EMD details zone wise with original copy of DD/Challan in favor of Chief Electoral Officer Chhattisgarh payable at Raipur attached properly sealed in an envelope to be sent to address mentioned in this document. to be submitted before <b>16.08.23 by 3:00 p.m.</b>
13	<b>Period of Sale of Bidding Document (Start/ End Date)</b>	Start Date: 10.07.2023 at 03:00 p.m. End Date: 16.08.2023 at 03:00 p.m.
14	<b>Date/ Time/ Place of Pre-bid Meeting</b>	Pre-Bid Meeting Date/ Time: 20.07.2023 at 01:00 p.m. Pre-Bid queries submission: by 17.07.2023 by 12:00 p.m. After which no query would be accepted & also PBQs should be sent to the prescribed email only and not to be uploaded on e-Proc website (signed hardcopy & softcopy both should be sent to email address <a href="mailto:ceoraipur.cg@gov.in">ceoraipur.cg@gov.in</a> In case of repeat queries uploaded on e-Proc website, these queries will not be treated responsive and will not be entertained. Pre-Bid Meeting Place: <b>Chamber of CEO</b> , office of the Chief Electoral Officer, Chhattisgarh, in front of old Mantralaya, Opposite DKS Building, Shastri Chowk, Raipur, C.G. and bidders can attend the pre bid meeting through video conference also, the link of which will be shared one day before pre bid meeting.
15	<b>Submission of Challan/ Demand Draft for Tender Document Fee, Bid Security</b>	Start Date – 10.07.2023 during office time only End Date: - 16.08.2023 by 03:00 p.m.
16	<b>Date for the submission of Bids</b>	Manner: Online at state e-Proc website <a href="https://www.eproc.cgstate.gov.in">https://www.eproc.cgstate.gov.in</a> Up to 16.08.2023 by 03:00 p.m.

17	<b>Date/ Time/ Place of Technical Bid Opening</b>	<b>Date: 16.08.2023</b> <b>Time: 04:00 PM</b> <b>Place: Chamber of CEO, office of the Chief Electoral Officer, Chhattisgarh, in front of old Mantralaya, Opposite DKSBUILDING, Shastri Chowk, Raipur, C.G.</b>
18	<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders only
19	<b>Bid Validity</b>	<b>01(one) year</b> from the last date of bid submission
20	<b>Language of Bid</b>	English
21	<b>Alternate Bids</b>	Not permitted
22	<b>Bid submitted</b>	Original bid: Unconditional and with no deviation
23	<b>Bidder's Detail:-</b>	
	<b>a. Name of Bidder</b>	
	<b>b. Address of Correspondence</b>	
	<b>c. Name of Authorized Signatory</b>	
	<b>d. Mobile Number1</b>	
	<b>e. Mobile Number2, if any</b>	
	<b>f. Telephone Number</b>	STD Code (.....-.....)
	<b>g. Fax Number</b>	STD Code (.....-.....)
	<b>h. Name of Website</b>	
	<b>i. E-Mail1</b>	
	<b>j. E-Mail2</b>	

**Note:**

- 1) Bidder (authorised signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Envelops Bid- Two Parts) through <https://eproc.cgstate.gov.in/>. Detailed instruction to bidders for online registration and bid submission on state procurement portal is attached to this Tender. DD for Bid Document Fees, Processing Fee and Bid Security should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time prescribed.
- 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 online in Electronic formats both for technical and financial proposal. However, DD for Tender Document Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB, and a scanned copy of same should also be uploaded along with the online technical Bid/ cover.



- 5) Bidder applying for more than one zone has to submit separate Demand Draft/challan for EMD/BID security. Bidder has to clearly mention for the zone/s they are applying for.
- 6) In case any bidder fails to physically submit the Challan/ 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 Challan/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer, Chhattisgarh" payable at "Raipur" from any Scheduled Commercial Bank.
- 7) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 8) PE will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th-hour issues like slow internet speed, choking of the website due to heavy load or any other unforeseen problems.
- 9) Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process <https://eproc.cgstate.gov.in/> for further details about the e-Tendering process Help desk.
- 10) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 11) Procurement Entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.
- 12) The provisions of Chhattisgarh Store purchase rule – 2002 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 provisions of Rules there to including amendment (s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

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Total number of pages - 100

## **Activities to be covered**

In view of the utility of live recording established for monitoring of Poll in the Polling Stations. The Office of the Chief Electoral Officer, Chhattisgarh has proposed that live Web Streaming of election related proceedings may be taken up at,

- 2667 Polling Stations (approximately for zone-1 Durg),**
- 2627 Polling Stations (approximately for zone-2 Raipur),**
- 3342 Polling Stations (approximately for zone-3 Bilaspur),**
- 1860 Polling Stations (approximately for zone-4 Surguja),**
- 1017 Polling Stations (approximately for zone-5 Bastar North)**
- 449 Polling Stations (approximately for zone-6 Bastar South )**

Polling Stations in which 5G/4G or any other suitable connectivity is feasible for the ensuring ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”*** as directed by the Election Commission of India (ECI). There are following two areas to be covered:

- 1. Task 1: Hosting of the web based streaming software:**
- 2. Live Web Streaming (Audio & Video) at Polling Stations.**
- 3. Setting up a Help Centre & Deployment of Manpower.**
- 4. Development of Training Material**

The detailed requirements and specifications as specified under “Scope of Work” in chapter-4.

## DEFINITIONS & ACRONYMS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

### SHORT TITLES USED IN THE TENDER DOCUMENT

S.No.	Titles	Details
1	CEO	Chief Electoral Officer, Chhattisgarh
2	Bidder/Tenderer	Intending agencies participating in Tender process for providing the services.
3	Bids	Means Bid submitted by bidders in response to the tender issued by the CEO, CHHATTISGARH
4	Purchaser	Office of the Chief Electoral Officer, Chhattisgarh
5	Contractor/Supplier/service provider/successful bidder	Means The successful Bidder to whom tender is Awarded.
6	Contract	An agreement signed by the contractor against The Tender.
7	Non-responsive	Failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender bid in given Forms/Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or Non submission of tender fee or EMD.
8	Services	Means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific Assignment awarded by the Chief Electoral Officer.
9	EMD	Earnest Money Deposit.
10	PAN	Permanent Account Number.
11	PBG	Performance Bank Guarantee.
12	ICT Equipments	Computer systems, Printers, Mobility devices etc
13	Personnel/Manpower	Means professional and support staff provided by the Supplier to provide training or perform services to execute an assignment and any part thereof
14	RO	Means Returning Officer
15	DEO	Means District Electoral Officer
16	Nodal Officer	Means Official deputed as polling-in-charge for the whole webcasting process (polling activity by the CEO and the DEO for the respective Jurisdiction.
17	ECI	Means Election Commission of India
18	NIT	Means Notice Inviting Tender
19	PE	Procuring Entity

## **CHAPTER 1 Invitation for Bids (IFB)**

1. On line Bids are invited by Office of the Chief Electoral Officer, Chhattisgarh in two bids – Eligibility-cum-Technical bids and Financial bid from well established and reputed organizations/ agencies/ suppliers who fulfill the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Recording and Web Streaming of Video and Audio for **Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise**, as per scope of work specified in chapter-4. Bidder should submit the proposal online at : <https://eproc.cgstate.gov.in> (E-procurement portal of government of Chhattisgarh). Detail Guideline enclosed in annexure VIII. This is an online tender and would be opened itself, but each bidder has to submit all such physical documents(original copy of EMD zone wise with covering letter,DD for bid document fees and necessary documents as mentioned in this tender document) in sealed envelope to the office of CEO, Raipur before 16.08.2023 at 03:00 PM that are already submitted in online bid as per tender conditions. These envelopes will be kept sealed separately and will not be opened in general conditions but in case of any dispute it may be opened after written approval of tender inviting authority. Further, it is clarified that only online submitted documents would be liable to be accepted.
2. The zone wise bidder will be selected and circulated to all respective offices of District Election Officers Collector Offices) by the office of CEO, Chhattisgarh & respective District Election Officer or as decided by Chief Electoral Officer Chhattisgarh will use this list of vendor & rates to award the work. The payment will be made by respective offices of District Election Officers or as decided by Chief Electoral Officer Chhattisgarh. In case some selected agency is not fulfilling the work as envisaged, District Election Officer or as decided by Chief Electoral Officer Chhattisgarh may cancel the work and award to another subsequent bidder upon matching the L1 rate be given by the CEO, Chhattisgarh. Further, since the actual orders for Web-casting will be put up by the DEOs or as decided by Chief Electoral Officer Chhattisgarh after ascertaining ground realities prevailing at district level and availability of other optional measures, the number could have variation of plus/minus 10 % in case of Polling Stations. However, in any case the total number of Polling Stations under webcasting should not be less than 50% as of total Polling Stations of the District. However, in any case the total number of polling stations under webcasting should not be less than 50% as of total Polling Stations of the District.
3. An Earnest Money Deposit (E.M.D.) of  
Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-1  
Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-2



Rs. 3,80,000/- (Rupees three lakhs eighty thousand Only) for Zone-3

Rs. 1,70,000/- (Rupees one lakh seventy thousand Only) for Zone-4

Rs. 1,00,000/- (Rupees one lakh Only) for Zone-5

Rs. 1,00,000/- (Rupees one lakh Only) for Zone-6

shall be paid through challan or demand draft. Mode of Payment: Demand Draft/challan in favor of Chief Electoral Officer, Chhattisgarh payable at Raipur.

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

4. Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.
5. The eligibility-cum-Technical Bid will be opened as per schedule. The qualifying bids of the Technical evaluation process shall only be considered for further evaluation of Financial Bid. The Financial bid will be opened. In case there is a change in this scheduled date and/or time, then the technically qualified bidders will be intimated about the date and time by publishing on the e-procurement website.
5. No contractual obligation whatsoever shall arise from the Tender Document/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.
6. The Office of the Chief Electoral Officer may, at its discretion, extend the date for submission of Bids. In such cases all rights and obligations of the Office of the Chief Electoral Officer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on official website CEO, Chhattisgarh and at : <https://eproc.cgstate.gov.in>.
7. It will be the responsibility of the Bidder to ensure that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be RFP FOR **Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise** entertained by CEO, Chhattisgarh. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.

8. 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.
9. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
10. The Bidder shall be fully and completely responsible to CEO, Chhattisgarh for all the deliveries and deliverables.
11. Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
12. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.
13. Due to security reasons, the bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority.
14. Office of the Chief Electoral Officer, Chhattisgarh disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidder to prepare a logical bid-proposal.

## **CHAPTER 2 Eligibility Criteria & Mandatory Conditions**

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

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

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

**Table No. 01**

Sr No	Clause	Documents required	Compliance (yes/no)	Remarks
1	The Bidder should be a registered company under Company Act of India 1956/2013 engaged in trade or business of Information Technology as on the date of issue of the Notice Inviting Tender.	<b>a) Valid documentary proof of:</b> - <i>Certificate of incorporation</i> - <i>Registration Certificate</i>		
2	Bidders' financial turnover from IT/ITES : a. The bidder should have a minimum average annual turnover of Rs. 10 crores from IT/ITES during the preceding three financial years i.e {{FY 2019-2020, 2020-2021 and 2021-2022} or (FY 2020-2021, 2021-2022 and 2022-2023)}.	<b>a) Valid documentary proof of:</b> - <i>Balance sheet clearing indicating The Year&amp; Turn over details. AND</i> - <i>CA Certificate showing Turn over details.</i>		
3	The Bidder should have a successful experience of rendering similar services where live streaming from multiple locations was involved in India, on behalf of Election Commission of India or any other Organization during the last 03 financial years (2020-21, 2021-22, 2022-23) OR the preceding two financial years (2021-22, 2022-23) and in the current financial year as on the date of notice inviting tender	<b>a) Valid documentary proof of:</b> - <i>Copy of work order &amp; complete client execution certificates of the order from The concerned client.</i> - Document of certificate of completion of work order		
4	The Bidder must submit their valid PAN and Income tax returns of LAST 3 years..	<b>a) Valid documentary proof of:</b> - Valid PAN - income tax returns of last 3 years		

5	The Bidder should have sufficient skilled personnel having requisite Experience.	<p><b>a) Valid documentary proof of:</b></p> <ul style="list-style-type: none"> <li>- Self-declaration on the company letter head along with EPF Account Details of Personnel in respect of Current year to be provided.</li> </ul>		
6	The Bidder should not be blacklisted by Central or any State government or Public Sector Undertakings as on the date of Notice Inviting Tender/ Bid Submission.	<p><b>a) Valid documentary proof of:</b></p> <ul style="list-style-type: none"> <li>- A signed copy with seal of the Undertaking on non judicial stamp paper of Rs. 100/- and duly notarised. (Annexure-1)</li> </ul>		
7	The bidder must have valid registration under GST department of Chhattisgarh under CG store purchase rules 2002(along with amendments).	<p><b>a) Valid documentary proof of:</b></p> <ul style="list-style-type: none"> <li>- <b>GST registration certificate</b> under Chhattisgarh state GST department <i>or an undertaking by bidder that if the bidder is selected as L1 then the firm will get itself registered under CG GST department within 15 days of issuance of notification of Award of Contract.</i></li> </ul>		
8	The financial net worth of the bidder should be positive.	<p><b>a) Valid document proof:</b></p> <ul style="list-style-type: none"> <li>- <b>CA certificate</b></li> </ul>		
9	Mandatory undertaking	<p><b>Bidder should</b></p> <ul style="list-style-type: none"> <li>• not be insolvent, bankrupt etc.</li> <li>• not have their directors, being convicted of any criminal offence</li> <li>• not have any conflict of interest in the procurement comply with the code of integrity</li> <li>• Not have any affiliation with any Political Party</li> <li>• not sublet the contract have submitted only one bid (a self-certified letter as per</li> </ul>		

		Self Declaration) <ul style="list-style-type: none"> <li>to establish an office in CG under the GST act within 15 days of issuance of Notification of award of contract and that all billing will be done through this office.</li> </ul>		
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**NOTE**

1. Its mandatorily required that all the documents are to be submitted online in state e-procurement portal and only online bids will be accepted.
2. Hard copy of this tender document along with all the mandatory documents as mentioned in this RFP signed by authorized personal with his seal are required to be sent offline by bidders before **end date 16.08.2023 03:00 p.m.** of this tender enclosed in closed sealed envelope bearing ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”***.
3. Joint Venture or Consortium partner is not allowed. If the same is found then such bidder shall be disqualified and their technical bid shall not be opened/ considered and the EMD shall be forfeited.
4. Any promoter/partner/director of a firm who is brought into the firm after the publication of tender notice shall not be considered for fulfilling this eligibility criterion.
5. Only one bid is permitted by a single Bidder. A Bidder found to be submitting more than one Bid in different firm names, then such a bid of the bidder shall be disqualified and his/ her technical bid shall not be opened/ considered and the EMD shall be forfeited.
6. Keeping in mind the local service setup and accessibility required to extend support/ services during the operational period, it is considered essential that the bidder should be able to execute and integrate all the items mentioned in the tender into a single solution/ platform.
7. The merger / amalgamation / transfer of business / transfer of assets / share insister concern / joint venture etc. of a firm affect the bid condition relating to 'Past Performance/Turnover Certificate' in preceding years. The eligibility of a bidder in this regard shall be ascertained by the Purchase Committee on the basis of the above stated agreement/BOD resolution/CA certificate or any other document(s)/ certificates which shall be annexed with the tender documents.



## **CHAPTER 3 Bidding Process**

The paragraphs below specify the procedures that would regulate the overall bidding process.

- 1. Selection of vendor is a two stage bidding process where in eligible bidders shall submit their technical bids and financial bids separately.**
  - a. Eligibility-cum-Technical bids will be evaluated for all the bidders.
  - b. Financial bids will be opened only for those bidders who are found eligible and technically qualified through electronic tender in e-procurement portal only.
  - c. Financial bids for the ineligible and/or technically disqualified bidders will not be opened.
  
- 2. Preparation of Bidding Document**
  1. The Tender document can be downloaded from official E-procurement site of govt. of Chhattisgarh i.e. <https://eproc.cgstate.gov.in> and website <https://ceochhattisgarh.nic.in/>. The download of bidding document shall commence as specified in NIT. In such cases, tender fee shall be submitted by the bidder along with technical bid.
  2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
  
- 3. Earnest Money Deposit (EMD)**
  - a. Every tenderer / bidder, participating in the bid must furnish the earnest money deposit as specified in the Notice Inviting Tender (NIT). Exemption and relaxation from EMD will be applicable according to Chhattisgarh Government Store Purchase rule, 2002 (as amended, 2022).
  - b. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
  - c. The EMD shall be submitted by the bidder who is applying for the tender. EMD in the name of any other firm/ person other than the bidder who is applying for the tender shall not be accepted.
  - d. Form of EMD: Bidders shall submit, an Earnest Money Deposit (E.M.D.) of  
Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-1  
Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-2

Rs. 3,80,000/- (Rupees three lakhs eighty thousand Only) for Zone-3

Rs. 1,70,000/- (Rupees one lakh seventy thousand Only) for Zone-4

Rs. 1,00,000/- (Rupees one lakh Only) for Zone-5

Rs. 1,00,000/- (Rupees one lakh Only) for Zone-6.

**Mode of Payment: Demand Draft/challan in favor of Chief Electoral Officer, Chhattisgarh payable at Raipur**

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

The bidders shall ensure the submission of Earnest Money Deposit on or before the last date for submission of tender. Non compliance of the same may tantamount to cause of rejection. Earnest Money Deposit will not earn any interest.

- e. Refund of EMD: The earnest money deposit of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of successful bidders, the EMD shall be returned on execution of the agreement and submission of the Performance Bank Guarantee.
- f. **Forfeiture of EMD:** The EMD taken from the bidder shall be forfeited in the following cases:-
1. If the bidder withdraws or modifies his bid proposal after opening Of bids or during the period of bid validity or its extended period, if any; or In the case of a successful bidder, the bidder fails to sign the contract for any reason not attributable to the Office of the Chief Electoral Officer, Chhattisgarh.
  2. During the bid process, if a bidder indulge in any such deliberate act which would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  3. During the bid process, if any information submitted by the bidder is found Wrong/ manipulated/ hidden in the bid.

Tenders without valid E.M.D. at the time of opening of the technical bid will be rejected.

**4. Submission and Opening of Bids:**

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of

proposal, in providing any additional information required by CEO Chhattisgarh to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Office of the Chief Electoral Officer, Chhattisgarh will be in no case responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**b. Language of Bids:** The Bid prepared & submitted by the Bidder and all subsequent correspondence and documents related to the bid and as submitted by the bidder, shall be written only in English/Hindi language.

**c. Documents comprising the Bid**

- i. The bidder should ensure that all the required documents, as mentioned in the bidding document to be furnished in original should be scanned and uploaded along with the Technical bid. The bidder should ensure that the scanned and uploaded documents are Complete and legible and in the specified format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid/ proposal submitted by the bidder.
- ii. Wherever applicable, the bidding form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- iii. The bidder shall submit the Price Schedules/ Commercial/ Financial bid for Goods and Related Services, according to their origin as appropriate.

**d. Eligibility cum Technical Bid:**

*The Eligibility cum Technical Proposal should contain documents as listed below:-*

1. *Certificate of incorporation and Registration Certificate*
2. *Annual turnover statement for 3 years {(FY 2019-2020, 2020-2021 and 2021-2022) or (FY 2020-2021, 2021-2022 and 2022-2023)} should be furnished in the format given in Annexure III duly certified by the Chartered Accountant with the audited balance sheet and statement of profit and loss account.*
3. *Copy of work order & complete client execution certificates of the order for live streaming from multiple locations was involved in India, on behalf of Election Commission of India or any other Organization during the last 03 financial years from the concerned client.*
4. *Work completion Certificate.*
5. *Valid PAN .*
6. *Income tax returns for last 3 years .*

7. *Self declaration on the company letter head along with EPF account details of Personnel in respect of current year to be provided.*
8. *A signed copy with seal of the Undertaking regarding bidder has not been blacklisted by central/any state/public sector undertakings as on date of Notice Inviting Tender on non judicial stamp paper of Rs. 100/- and duly notarized. (Annexure-1)*
9. *GST registration certificate under Chhattisgarh state GST department or an undertaking by bidder that if the bidder is selected as L1 then the firm will get itself registered under CG GST department within 15 days of issuance of notification of Award of Contract.*
10. *Positive net worth certificate issued by CA.*
11. *The details containing the name and address of the bidder premises the format in (Annexure II - BID form Description of the bidder) along with exact address of the registered/corporate office.*
12. *Copy of EMD or Copy of exemption certificate if applicable. The Bidder will have to submit Non refundable Earnest Money Deposit (E.M.D.) in the form of challan/Demand Draft in favor of "Chief Electoral Officer Chhattisgarh" payable at Raipur for each zone (i.e. Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-1, Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-2, Rs. 3,80,000/- (Rupees three lakhs eighty thousand Only) for Zone-3, Rs. 1,70,000/- (Rupees one lakh seventy thousand Only) for Zone-4, Rs. 1,00,000/- (Rupees one lakh Only) for Zone-5, Rs. 1,00,000/- (Rupees one lakh Only) for Zone-6 with a single covering letter mentioning zone wise DD/challan details attached) in a sealed covered envelope at Office of the Chief Electoral Officer, in front of old Mantralaya, Opposite DKS Building, Raipur, C.G. with the heading "EMD for the e-Tender for **"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise"**.*
13. *The Bidder will have to submit Non refundable BID DOCUMENT FEES in form of Challan or Demand Draft in favor of "Chief Electoral Officer Chhattisgarh" payable at Raipur of Rs. 10,000(ten thousand rupees) along with a covering letter in a sealed covered envelope at Office of the Chief Electoral Officer, in front of old Mantralaya, Opposite DKS Building, Raipur, C.G. with the heading "EMD for the e-Tender for **"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise"**.*
14. *GST return copy of at year.*
15. *All the mandatory undertakings as mentioned in chapter 2 and table with column 09 mentioned under description "PRE-QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER".*
16. *Bid form duly signed as attached in ANNEXURE II*
17. *Bank Details of the Firm.(Annexure IV)*
18. *The Tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the tender documents. (ANNEXURE V (A) & V(B)).*

19. *Signed copy of Pre-contract integrity pact, signed on all pages by the tendered.(Annexure VI)*
20. *Copy of this tender document signed on all the pages.*

**Note :-**

- *Prices must not be indicated in the Technical Bid and must be quoted only in the Financial Bid. If the prices quoted in the technical bid, the same shall be rejected.*
- *Its mandatory that hard copy of all the required documents are needed to be sent offline also before end date of this tender.*

**e. Financial Bid:**

1. The Bidder shall indicate price it proposes to provide under the contract only in the prescribed format. Prices should be shown separately showing the taxes as detailed in Tender Document. The price components furnished by the bidder in accordance with format provided in this bid document will be solely for the purpose of facilitating the comparison of bids by Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. ***Prices per unit excluding GST will be taken as quoted price for comparing lowest prices.***
2. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification, if required.
3. The Contract price would be inclusive of all applicable taxes, duties, charges and levies, unless specified otherwise. If there would be any increase in the taxes, levies, duties, fee and other charges during tenure of the contract, the financial burden of the same shall be borne by the bidder.

**f. Bid prices:**

1. All the prices should be quoted only in Indian Rupees (INR) currency.
2. All rates quoted must be FOR destination/ site where the equipment are to be installed & commissioned, and should include all incidental charges as shown in the Format for Price Quotation only, CEO CHHATTISGARH will not pay any cartage or transportation charges.
3. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the competent authority. This shall not in any way limit the competent authority's right to contract on any of the terms offered:-



- a) For Goods offered from within/ outside the country.
  - b) For Related Services whenever such Related Services are specified in the bidding document.
4. Prices quoted by the Bidder shall be fixed during the Tenderer's/ Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the bid document. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the bid document, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- g. Validity of Bids:**
1. **Bids shall remain valid for 1 year from the date of bid opening as prescribed by Tendering Authority. A Bid valid for a shorter period shall be rejected and treated as nonresponsive.**
  2. In exceptional circumstances, the Tendering Authority may solicit the Tenderer's/ Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (letter).
- h. Deadline for submission of Bids:**
1. Bids must be submitted online on the E-procurement portal of C.G. govt. only.
  2. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of pre-bid queries and the time with the prospective tenderers/ bidders for preparation of bids appears insufficient, the date may be extended by the tendering authority and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the tenderers/ bidders to prepare and submit their bids. Any change in date of submission and opening of bids would be intimated. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
  3. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and tenderers/bidders previously

subject to the deadline shall thereafter would be subject to the deadline as extended.

**i. Delayed / Late Bids:**

Bids must be submitted online on or before last date and time of submission of bids.

**j. Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid after it has been submitted before the deadline prescribed for submission of bids will be as per the terms and procedure of e-procurement portal**

**k. Bid Opening:**

1. The Tendering Authority/ designated Tender Committee shall conduct the bid opening at the date and time specified in the NIT.
2. All the bids received up to the specified time and date shall be opened by the Tendering Authority online.
3. The representatives of the tenderers/ bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal. The bidder's representatives who are present shall sign the attendance register present.
4. The technical bids shall be opened and all the tenderers/ bidders who participated in tender shall be notified to the bidder's presence.

**l. Amendments/corrigendum :**All amendments related to tender documents and date of opening of technical and financial bid, pre bid meeting etc. can be made by CEO as per his/her discretion at any time after publishing the tender. Any changes in tender documents and information related to tender will be published only on the portal of Govt. E-procurement and website of CEO CG i.e. "<https://eproc.cgstate.gove.in>" and "<https://ceochhattisgarh.nic.in>".

**5. Bid Evaluation**

**a. Guiding Principle for Evaluation of Bids**

- i. The tendering authority shall determine to its satisfaction whether the tenderers/bidders that are selected as having submitted the best and responsive bid are qualified to perform the Contract satisfactorily.

- ii. The determination shall be based upon an examination of the documentary evidence of the tenderer's/bidder's qualifications submitted by the bidder.
- iii. An affirmative determination shall be a prerequisite for award of the Contract to the bidder.
- iv. The tendering authority / designated Tender Evaluation Committee, in observance of best practices, shall maintain the bid evaluation process strictly confidential as per the details below.
  1. Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
  2. Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

**b. Confidentiality**

- i. Bidder/other than the bidder will be allowed to claim against the result published of technical bid evaluation within 3 days of result.
- ii. All materials submitted by the bidder becomes the property of Office of the Chief Electoral Officer, Chhattisgarh and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of bidder" shall remain the property of such bidder.
- iii. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his/her bid.
- iv. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so only in writing.

**c. Clarification of Bids**

- i. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his/her bid. The tendering authority's request for clarification and the response shall be in writing or email.
- ii. Any clarification submitted by a bidder with regard to his/ her bid that is not in response to a request by the tendering authority shall not be considered.
- iii. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by

the tendering authority in the evaluation of the Commercial/ Financial Bids if any.

**d. Determination of Responsiveness**

- i. The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.
- ii. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -
  - a. "Deviation" is a departure from the requirements specified in the bidding document;
  - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that, if accepted, would: -
  - a. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
  - b. limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
  - c. If rectified, would unfairly affect the competitive position of other tenderers/bidders presenting substantially responsive bids.
- iv. The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.
- v. The tendering authority shall compare all responsive bids to determine the best bids, in accordance with the provisions of this bidding document.

**e. Non-material Non-conformities**

- i. Provided that a bid is responsive, the tendering authority may waive any non conformity in the bid that does not constitute a material deviation, reservation or omission.
- ii. Provided that a bid is responsive, the tendering authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities. Requesting information or documentation on such non conformities shall not be related to

any aspect of the price of the bid. Failure of the tenderer/ bidder to comply with the request may result in the rejection of its bid.

**f. Evaluation of Bids**

- i. The tendering authority/ committee shall evaluate each bid that has been determined, up to the stage of the evaluation, to be responsive.
- ii. To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in this bidding document.
- iii. To evaluate a bid, the tendering authority shall consider the following if any:
  - The bid price as quoted in accordance with bidding document.
  - Price adjustment for correction of arithmetic errors in accordance with bidding document.
  - Price adjustment due to discounts offered in accordance with bidding document;

**g. Evaluation of Technical Bids**

- i. The initial eligibility-cum-technical evaluation shall be completed by the Tendering Authority / designated Tender Committee as early as possible after opening of technical bids.
- ii. The Tendering Authority / designated Tender Committee will evaluate the Technical bids of the tenderers/Bidders as per the criteria & requirements specified in this document.
- iii. A detailed evaluation of the bids shall be carried out in order to determine whether the tenderers/bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document
- iv. Bidders may be asked to provide a presentation / demonstration of the proposed solution any time as the tender committee may decide. If the performance of the equipment is found to be unsatisfactory during the presentation / demonstration then the committee reserves the right to reject the bid without any further conditions.
- v. For the complete solution, each item quoted in the tender, samples shall be submitted by bidder for testing compliance to technical specifications within 2 days from the date of intimation by CEO office.
- vi. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected.

- vii. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.
- viii. After approval of the technical evaluation by tendering authority, the bids of the firms which qualified in the technical evaluation shall be intimated. The commercial bids in respect of the bidders qualifying the technical bids only will be opened as notified in the NIT. However, in case there is a change in this scheduled date and/or time, then the technically qualified tenderers / bidders will be intimated about the date and time by publishing in the website.
- ix. The firms which could not qualify in technical evaluation will be informed about this fact. Their EMD will be refunded after completion of the bid process i.e. award of the contract to the best/ successful tenderers/bidders.
- x. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.

**h. Evaluation of Financial Bids**

- i. The financial bids of tenderers/bidders who qualified in technical evaluation shall be opened as notified in the NIT or at the notified time and date specified by the  
Tendering Authority / designated Tender Evaluation Committee.
- ii. Conditional bids are liable to be rejected. However, financial implication of conditions may be worked out and added to the quoted price.
- iii. The price quoted by the Bidder shall include cost and expenses on all counts viz. equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & out-station expenses, etc and any other cost involved in the supply, commissioning and delivery of services.
- iv. **The evaluation shall include all costs excluding taxes applicable to the bidder as per law of the Central / State Government/ Local Authorities.**
- v. The offers shall be evaluated for every zone and marked L1, L2, and L3 etc for each zone . L1 being lowest offer and then others in ascending order.
- vi. The Tendering Authority / designated Tender Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offer to the CEO for approval

viii. In case of the lowest total value quoted are same by different bidders, the tendering authority reserves the right to give the work-order to any of those bidder (with same lowest values) taking into consideration the interest of the State.

**i. Correction of Errors**

i. Price Bids determined to be substantially responsive will be checked by the Tender Evaluation Committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected. If there is a discrepancy between the total bid amount and the sum of various costs, the sum of the various costs shall prevail and the total bid amount will be corrected.

ii. The amount stated in the Form of Commercial Bid will be adjusted by the Tendering Authority / designated Tender Evaluation Committee in accordance with the above-mentioned point for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, the bid will be rejected, and the EMD shall be forfeited.

iii. **Tendering authority's Right to Accept/ Reject any or all of the Bids: The tendering authority** reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the tenderer(s)/bidder(s) or any obligation to inform the affected tenderer(s)/bidder(s) of the grounds for the Purchasers action.

**j. The Purchaser/ Biding Authority reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reason.**

**k. Selection of Bidder :**

1. The contract will be awarded to the lowest evaluated responsive bidder in each zone, qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder of each zone (6 zones) will be eligible for placement of work Orders for the item.

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



zones mentioned in this document, but a single vendor can be selected to execute work in maximum of 3 zones, so if vendor quotes for multiple zones and is L1 in more than 3 zones then he will have the option to select 3 zones(out of the zones in which a vendor is L1) in which the bidder will execute work. The zones in which a vendor was L1 but due to “the limit of maximum 3 zones for a single bidder” not opted to execute work, L2 will be selected to execute work in that zone at L1 rates of that particular zone but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer Chhattisgarh.

3. In case, if there is no participation for finalization of bidder in any of the zones, the selected bidders in other finalized zones may be allowed to execute the work for the remaining zone on overall L1 rates across zones but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer Chhattisgarh.

Final decision regarding selection of service provider in each zone will be the sole discretion of CEO CG.

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

The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder for each of the 06 zones will be eligible for placement of work Orders for the item.

**Issue of notification of award:**

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The purchaser will notify the successful bidder in by publishing in the website, to be subsequently confirmed in writing by registered letter, that its bid has been accepted

The bidder shall within 07 days of issue of the Notification of Award, give his acceptance along with agreement document & Performance Security. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited.

The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

All notices or communications relating to and arising out of this agreement or

any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or abode as provided by the tenderer.

If the lowest Tenderer fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the CEO, CG., and the firm will also be liable to make for the damages/losses suffered by CEO, CG. apart from other penal actions.

**j. PERFORMANCE SECURITY**

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security should be an amount of 10 % of the value of purchase order raised during the contract validity period. Performance security may be furnished in form of a BG or TDR. The performance security amount may be adjusted against the EMD deposited by the successful bidder and thus they have to submit the balance amount in form as mentioned above. The format for Performance Bank Guarantee is annexed at Annexure VII.

Performance security is to be furnished within 07 days after notification of the award and it should remain valid for a period of 02 years from date of contract signing. Purchaser will have right to extend it for further period depending upon requirement of purchaser.

## **CHAPTER 4      Scope of Work**

### **Introduction**

The Successful bidder has to undertake the activity of ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”*** with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below.

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment.
2. Supply and installation internet connectivity, camera as mentioned in specifications for use in the identified polling stations in

**ZONE 01 Durg – 2667 Polling Stations (APPROXIMATELY)**

**ZONE 02 Raipur - 2627 Polling Stations (APPROXIMATELY)**

**ZONE 03 Bilaspur - 3342 Polling Stations (APPROXIMATELY)**

**ZONE 04 Surguja- 1860 Polling Stations (APPROXIMATELY)**

**ZONE 05 Bastar North - 1017 Polling Stations (APPROXIMATELY)**

**ZONE 06 Bastar South - 449 Polling Stations (APPROXIMATELY)**

on the polling day along with one manpower per polling station, to operate them to web stream the live data.

3. Supply and installation of 01 LED TV as per the specifications indicated in (appendix-1) for use in the office of the District Election Officers (DEO), on the polling day along with two manpower per assembly constituency at DEO level, to operate them to view the live data.
4. Supply and installation of 03 LED TVs for each zone as per the specifications indicated in tender document for use in the office of the Chief Election officer (CEO) at State Headquarters, on the polling day along with one manpower for every 03 Assembly Constituencies, to operate them to view the live data.
5. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations, on TV (s) for viewing in the Offices of the CEO, DEOs and ECI
6. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
7. Following activities, but not limited to, describe the broad Scope of Work:-The Service Provider is required to ensure that Server with necessary system software licenses, sufficient storage capacity and internet bandwidth, shall be provided in a secured cloud environment/ data centre. The web based streaming software, shall be fine-tuned as per the requirements of the

Office of the Chief Electoral Officer. The storage and cloud based service should never be done outside the boundary of this country.

## Technical Specifications

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

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

The key features of the software shall be:

- 1 Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
- 2 Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
- 3 The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
- 4 The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements
- 5 During recording the assembly constituency (AC No.) and polling station no.(PS No.) should be visible clearly in camera view.
- 6 Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
- 7 Both audio and video should have the running time stamp. The time stamp should come from a secured location / source and should be approved by the Nodal Officer
- 8 The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla FireFox and Apple Safari and others.
- 9 The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is a person provided by the bidder, who will use and operate the recording system and online application at the polling station).
- 10 The software shall provide video streaming URL with password protection to view district wise, parliamentary constituency/assembly constituency wise and polling station wise videos which are streamed from the polling stations. The software shall provide for secure data streaming over the internet, with viewing access only to the

CEO, and such other Offices as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of CEO

- 11 The software shall include options for :-
  - i. Connectivity status of web camera/IP camera from the polling station whether the stream is online/offline
  - ii. Option for auto rotation of videos within assembly constituency/district/state level based on the type of user connected and options selected.
  - iii. Option for on-demand view of the polling station wise video
- 12 Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
- 13 The software provided should have been developed by the bidder and should not be the free software or shareware available on the internet. During the recording, the User should be able to see the actual video that is being recorded.
- 14 The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
- 15 The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
- 16 Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
- 17 The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
- 18 The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs & ROs.
- 19 The software shall list all polling stations with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
- 20 The data should in no point be hosted outside India and bidder will not access the data unless authorized by the CEO/DEO.

- 21 The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
- 22 Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 5G/4G/broadband, WiMax, DSPT etc., based on local availability.
- 23 At the end of each event, the web streamed data along with required reports, shall be made available within 4 days to the Client in a Hard disk for later retrieval and usage as necessary.
- 24 The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
- 25 The client shall also ensure the safety of the equipments such as Laptops, internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.
- 26 The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day and based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO/ECI, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause. This software should be vetted from CEO a week before deployment. The bidder shall provide access to dashboard view for more than one location, i.e. DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

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

- 1 A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
- 2 Number of Locations for Video & Audio Recording: (as decided by DEOs) (approximately as mentioned in this document in table no. 02 )
- 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, and 3D digital noise reduction. The display should be supported is 1920 x 1080.
- 5 The bidder has to provide the suitable internet connectivity on all locations of installation of cameras for the services rendered by the bidder.
- 6 The bidder has to post one person at each identified polling station, with proper training on the usage of the web streaming software, using the camera and the internet connectivity on the day of polling and also during trial runs
- 7 The bidder is required to have at least two dry/trial runs of the process, to satisfy the Client that their systems are in good working condition at least two days before the poll.
- 8 In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder. Bidder is responsible to provide camera and setup solution in 1 or 2 days before actual polling date for testing and mock run. Repolling will be considered as another event and agency will be separately paid per booth asked repolling.
- 9 The bidder shall also provide the following, in the offices of DEO & CEO to view the live feeds of the polling day activities smoothly by providing LED TV 50 “
- 10 The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
- 11 The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
- 12 The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
- 13 After the event is over on polling day, the supplied LED TV's and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
- 14 The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet / network bandwidth to accommodate the multiple video streaming.



- 15 The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer / PO Officer), in Excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.
- 16 The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling in each Control Centre.
- 17 The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.
- 18 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.
- 19 Number of Days required for recording at each location : 1 day [References to Day means 24 hours or part thereof
- 20 Approximate details of number of polling stations district wise where web casting is to be done :-

**Table No. 02**

S. No.	Zone name and no.	Division	DISTRICT NAME	Total no. of polling stations	50% of total polling stations where webcasting is to be done (Tentative)
1	Durg-01	Durg	DURG	1464	732
			BEMETARA	729	365
			BALOD	815	408
			KHAIRAGARH-CHHUYIKHADAN-GANDAYI	380	190
			MOHLA-MAANPUR-An. CHOUKI	305	153
			RAJNANDGAON	835	418
			KABIRDHAM	802	401
		<b>Total -</b>	<b>5330</b>	<b>2667</b>	
2	Raipur-02	Raipur	GARIYABAND	573	287
			DHAMTARI	750	375
			BALODABAZAR - BHATAPARA	1004	502
			MAHASAMUND	1074	537
			RAIPUR	1851	926
		<b>Total -</b>	<b>5252</b>	<b>2627</b>	
3	Bilaspur-03	Bilaspur	KORBA	1080	540
			GAURELA-PENDRA-MARWAHI	299	150
			JANJGIR-CHAMPA	806	403
			BILASPUR	1498	749
			MUNGELI	659	330
			RAIGARH	1074	537
			SAKTI	623	312
SARANGARH BILAIGARH	641	321			
		<b>Total -</b>	<b>6680</b>	<b>3342</b>	

4	SURGUJA-04	SURGUJA	KORIA	305	153
			JASHPUR	857	429
			BALRAMPUR	670	335
			MANENDRAGARH-CHIRMIRI-BHARATPUR	388	194
			SURGUJA	782	391
			SURAJPUR	715	358
<b>Total -</b>			<b>3717</b>	<b>1860</b>	
5	Bastar North-05	Bastar	UTTAR BASTAR KANKER	695	348
			KONDAGAON	586	293
			BASTAR (JAGDALPUR)	752	376
<b>Total -</b>			<b>2033</b>	<b>1017</b>	
6	Bastar South-06	Bastar	DAKSHIN BASTAR DANTEWADA	273	137
			NARAYANPUR	125	63
			BIJAPUR	245	123
			SUKMA	252	126
<b>Total -</b>			<b>895</b>	<b>449</b>	

*\*(the actual number of polling stations may change as per directions of ECI and CEO CG/DEO)*

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

- 1 The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.
- 2 Centralized Help Desk in state HQ operating under the Control of the Nodal Officer
- 3 Team with 1 member minimum per 03 Assembly Constituencies per zone, shall be located in office of the Chief Electoral officer, Chhattisgarh and shall assist all other locations to fix the issues that are coming up relating to this assignment. The service provider shall increase the number of team members as per the necessity/problem arises. The service receiver shall not pay additional for the increase in number of team members.
- 4 Establishment of the centralizes help desk at district level with minimum of 02 persons per Assembly Constituency in each district to manage and fix the complaints/issues coming up on the day/s of polling.
- 5 The help desk should be operational on 3 days before polling and for one day after polling, including the polling day. If there is a re-poll, it should continue, till the end of the re-poll.
- 6 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.
- 7 The CVs of all the personnel, being deployed should be provided as per requirement. Each of the personnel should have at least two of the following with him while in duty. –

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

- 8 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.
- 9 There may be Police / Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
- 10 The personnel shall be required to operate around day of polling from each of the Centre posted, in each of the (Parliamentary /Legislative) Assembly Constituency.
- 11 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.
- 12 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.
- 13 Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
- 14 Any other tasks found necessary for the successful live streaming of the videos.
- 15 The client may issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

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

- 1 A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
  - a. For operating the web streaming Software / Cameras etc.
  - b. For Post event operation of the Video Surveillance footage.
- 2 The Training Material should be in the following formats:
  - 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.

**Responsibilities of the Service Provider:**

- 1) Prepare a Project Plan.
- 2) Provision of necessary server with system software licenses, storage capacity and internet bandwidth in secured cloud environment.
- 3) Provide basic details and web link details for webcasting.
- 4) Mobilization of personnel to take up the work wherever necessary.
- 5) Deliver services & deliverables as per the contract terms & conditions.
- 6) Conduct of trial runs to see that the web streaming from the identified locations goes through smoothly without any bottlenecks and rectification of the same where necessary.
- 7) Conduct of live run to see that the web streaming from the identified locations goes through smoothly without any bottlenecks on the days of polling.
- 8) Provide all assembly constituencies wise and polling station wise log details of live video streams with downtime/uptime.
- 9) On completion of the Election Process, Handing over of the transmitted data to the Client along with the software in a suitable backup device to view the same as and when required.

**Reporting Requirements and Time Schedule for Deliverables**

The following would be the reporting requirements for the bidder:

- 1 An Inception Report within 1 week, from the start of the assignment. Weekly Progress Reports consisting of
  - a Report concerning readiness of polling sites
  - b All works performed by the bidder.
  - c The Time Sheets / Attendance duly countersigned by the Nodal Officer
- 2 All Other Reports as required for the successful execution of this assignment.
- 3 Development and Maintenance of an MIS for all reporting purposes.
- 4 A dashboard of all locations (district wise in alphabetical order / constituency wise in numbering) showing status of active / non-active feeds up to server and CEO office / offices of DEO, thereafter must be made available as part of MIS for monitoring / management for both polling day event and tracking of polling party.
- 5 Facilitate online viewing of MIS data with the help of username and password to designated / authorized officials.

- 6 The Service Provider shall develop a MIS system which monitors the data feed from each Polling Station on the polling day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO/ECI, to levy penalties as indicated under penalty clause.
- 7 Final Report within 2 weeks of closure of all activities stipulated in the contract (including downtime of all polling stations).
- 8 The reports may be submitted in hardcopy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.
- 9 The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, within 4 days after each event (polling) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

The reports shall be submitted to the Office of the Chief Electoral Officer, Chhattisgarh as per timelines mentioned in tender.

## Appendix-I

### Technical Specifications of the Camera

During Polling	IP based web camera
	3 Megapixel minimum
	Night vision capability
	Wide angle with 30/ 170 degrees coverage
	Minimum illumination of .05 lux.
	Support 16-4096 Kbps code rate
	Support constant bit rate/variable frame rate of up to 30 fps
	Image Control: Backlight compression, Automatic white balance, and 3D digital noise reduction.
	Display should be supported is 1920 x1080.

### Technical Specifications of LED Tv

During Polling	Display type LED
	Screen size 50"
	Connectivity HDMI/USB
	Resolution 1920 X 1080
	Support Picture in picture mode for viewing multiple location at a time

## **CHAPTER 5 Deliveries and Installation & Commissioning**

1. DEO office shall provide address of polling stations/sites to Service Provider at least 15 days before date of polling respectively. The Service Provider after obtaining the address polling stations:
  - a) The Successful bidder shall visit all the polling to assess the readiness of the site for installation within 3 days of receiving address from CEO office. A report in this respect shall be submitted to CEO Chhattisgarh/ DEO/Client.
  - b) The Successful bidder shall deliver the items / equipment for all polling stations before the date of Polling respectively. The Cloud based server and storage solution should be made available at least 15 days before day of poll at CEO & DEO Level. Resolution of any issue identified at the time of site readiness must be done within this specified time frame. Inception Report shall be submitted once the items/equipment are delivered.
  - c) After successful Installation, commissioning and completion of the delivery to the User DEO's at different locations, the Bidder must obtain uniform signed Delivery challan for all the locations mentioning the specification of the equipment installed and services provided as per the terms and conditions of the tender.
  - d) In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.
  - e) The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in- charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.
2. Further, 1 trial run of polling sites of at least 10 nos (numbers as desired) may be conducted at least 3 days before the date of Polling at polling sites or at any location as decided by CEO Office.
  - a) Shall provide training and support to polling staff on handling and operating the equipment.
3. The entire above requirement should be integrated and be made applicable as one complete solution.
4. The DEO is responsible for the site preparation (space, furniture, power etc.) if any, before the scheduled dates mentioned above and as per directions of ECI vide letter no. 464/INST/2022/EPS dated 19<sup>th</sup> June 2023.



5. DEO will provide list of Presiding Officers to the Service Provider and Service Provider shall escalate any issue faced immediately to the authorized officer.
6. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by RO, DEO.
7. The Service Provider shall be liable and/ or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.
8. The Service Provider shall provide onsite technical support for the Term from the date of commissioning. Need based/ proactive repair/ replacement will be undertaken by the Service Provider technical support team to avoid failure of the equipment on as required basis.
9. A copy of the Video & Audio which is stored on the cloud for archival purpose (Online) should be provided in necessary External Storage device.
10. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.

## **CHAPTER 6 Penalties**

Inability of the vendor to setup proposed solution and deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

**Following penalties will be levied as detailed below :-**

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

The vendor shall ensure that consolidated downtime of not more than 90 minutes for each of the identified polling stations during the Polling day shall take place, failing which the following penalties will be levied which will be deducted from the Performance Bank Guarantee or pending payments due to the vendor. The average live streaming hours may be calculated as 8 hours and penalty may be calculated based downtime of live streaming below 8 hours.

Sr. No	Downtime for each Polling Station	Penalty
A	90 minutes or less	No penalties
B	91 - 160 minutes	10% of quoted value of Polling station
C	161 – 320 minutes	20% of quoted value of Polling station

### **6.2 Penalty for downtime of each of the Polling Station (for offline mode)**

No payment shall be made effective to the vendor if the offline recording at the polling station during the polling day does not happen.

#### **Service Level Agreement**

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

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

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

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

## **CHAPTER 7            General Terms and Conditions of Bid**

**Note:** Bidders must read these conditions carefully and comply strictly while sending/submitting their Bids.

1. **GSTN Certificate:** Any bidder who is not having GSTN cannot Bid for this tender.
2. The approved supplier shall be deemed to have carefully examined the conditions, specifications and make etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., the bidder shall, before signing the contract, refer the same to the Purchaser and get clarifications.
3. The contractor(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency.
4. **Specifications, Eligible goods and services:**
  - a) All articles supplied shall strictly conform to the specifications, trademark laid down in the Bid form and wherever articles have been required according to ISI/ISO/other specifications/certifications, those articles should conform strictly to those specifications/ certifications.
  - b) The supply shall be on rental basis and of very best quality and description.
  - c) The Goods must conform to the highest quality and standard. The bidder shall guarantee that the Goods delivered to the Purchaser/Indenter. In case of software, the bidder should guarantee that the software supplied to the Purchaser/Indenter is licensed and legally obtained.
  - d) Consistency must be maintained for the entire lot of the Goods ordered.
  - e) The bidder must have spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares immediately in order to rectify any kind of fault reported.
5. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
6. The bidders may visit the sites and obtain additional information at their own cost and responsibility.
7. **Insurance:** The goods will be delivered at the FOR destination in perfect condition. The supplier, if he so desires may insure the valuable goods against loss by theft, destruction or

damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc.) The insurance charges will be borne by the supplier and Biding Authority will not pay such charges if incurred.

8. **Right to vary Quantum of Work:** The quantities stated in the tender are estimates. After the award of the contract, there are instances where the schools names have been deleted or added. In such scenarios, there is every possibility that there will be excess of the quantities from that shown in the Bid notice and the bidder shall be bound to meet the required supply. The purchaser reserves the right to vary the quantity (increase/decrease) without any change in unit price (rates) or other terms & conditions.
9. **Change orders:** The purchaser may at any time, by a written order given to the bidder, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the tenderer's/bidder's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the performance security, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the tenderer's/bidder's receipt of the purchaser's changed order.
10. **Change in quantity:** If the Purchaser changes the quantities (increase or decrease) of any of the Bided articles the value of the order will vary accordingly. In case Purchaser Purchases less than the quantity indicated in the Bid form, the bidder shall not be entitled to claim any compensation.
11. **Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be with held to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the Office of the Chief Electoral Officer. In case recovery is not possible recourse action will be taken under any law in force.
12. **Loss of Revenue to the Purchaser:** The bidder shall be vicariously liable to indemnify the Purchaser in case of any misuse of data/information by the bidder, deliberate or otherwise, which comes into the knowledge of the purchaser during the performance or currency of the contract.
13. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the bidder and the Purchaser.

**14. Force Majeure:**

- a) Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its performance security, 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 beyond the control of the bidder and not involving the tenderer's/bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the bidder shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.
- d) The purchaser may terminate this contract, by giving a written notice of minimum 30 days to the bidder being unable to perform a material portion of the services for a period of more than 60 days.

**15. Termination for insolvency:** The purchaser may at any time terminate the contract by giving written notice to the bidder, without compensation to the tenderer(s) / bidder(s), if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**16. Termination for Convenience:** The purchaser, may, by written notice sent to the bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

**17. Use of Contract Documents and information**

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

- b) The bidder shall not, without the purchaser's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.
18. If a bidder impose conditions, which is in addition to or in conflict with the conditions mentioned herein, his/her Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the Purchase Order issued by Purchaser or Agreement executed.
19. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
20. The bidder shall pay the expenses of stamp duty for execution of agreement.
21. **Dispute Resolution Mechanism:** The bidder and Office of the Chief Electoral Officer, Chhattisgarh shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner
- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. Matter will be referred for negotiation between Officer nominated by Office of the Chief Electoral Officer, Chhattisgarh and the Authorized Official of the Contractor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) 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 by the Parties to the Office of the Chief Electoral Officer, Chhattisgarh who will be the Sole Arbitrator and whose decision shall be final.
- c) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chhattisgarh and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be

in writing and be made as provided in this tender document. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The contractor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

d) All legal proceedings, if necessary arises to institute may by any of the parties (Office of the Chief Electoral Officer, Chhattisgarh or Contractor) shall have to be lodged in courts situated in Chhattisgarh and not elsewhere

**22.** If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the Office of the Chief Electoral Officer, Chhattisgarh to choose the over-riding terms and conditions. In any case, the decision of Office of the Chief Electoral Officer, Chhattisgarh shall be final and binding on all parties concerned.

## **CHAPTER 8      Terms of Payment**

The payment towards the above project shall be as follows:

1. Bills should be presented by the supplier to Buyer, after delivery & installation of the equipment along with the duly signed delivery challan of each location.
2. No advance payments shall be made.
3. TDS may be deducted as per rules.
4. Payment shall be made in Indian Rupees only.

### **Release of Payment**

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

- 1 Signing of Contract
- 2 Signing of Non Disclosure Agreement (**specify format**) by all the persons involved in the assignment
- 3 Submission of an irrevocable Bank Guarantee of the Contract amount in the format (**specify format**) specified to the Client.
- 4 The following would be the Milestones and Payment

SN	Milestone	Approval	By Date
1	Inception Report Submission	By CEO	Within one week from issuance of work order
2	Training Documents and Multimedia content & Training for all officials concerned	By CEO	Atleast before 1 week before Poll day activities
3	Two Trial runs and satisfactory Certificate before two days of poll day	By DEOs	First dry run before 2 days and 2 <sup>nd</sup> dry run before 1 day of scheduled activity .
4	Submission of all other project deliverables and final report	By DEOs	Within 7 days after the counting
5	Submission of final report after scrutinizing by the nodal officer of office of the chief Electoral officer as designated for scrutinizing the webcasting report sent by DEOs as well as of the CEO office itself.	By DEOs or as decided by CEO CG and Payment in full	Within 40 days after the completion of polling



**CHAPTER 9                      Financial Bid****Office of the Chief Electoral Officer Chhattisgarh**

Shastri Chowk, Old Mantralaya Premises Raipur,

Phone No 0771-2236685 Fax 771-2224476

E-Mail: ceoraipur.cg@nic.in

Tender No.:Date:Financial Bid

Name of work:                      ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”***

**NOTE: IF ANY COLUMNS LEFT BLANK IT WILL BE CONSIDRED AS ZERO (0)**Name of Bidder**Zone 01- durg**

Item Description	Units	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	GST %	GST in Rs, if any	Rate per Unit inclusive of all Taxes and cesses
A	B	C	D	E	F=E+C
<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations ”</i></b> in zone 01- Durg (upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work) (Amount in figures)	Approximately 2667 on polling day				
Amount in words					

## Zone 02 – Raipur

Item Description	Units	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	GST %	GST in Rs, if any	Rate per Unit inclusive of all Taxes and cesses
A	B	C	D	E	F=E+C
<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations ”</i></b> in zone 02- Raipur (upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work) (Amount in figures)	Approximately 2627 on polling day				
Amount in words					

## Zone 03 – Bilaspur

Item Description	Units	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	GST %	GST in Rs, if any	Rate per Unit inclusive of all Taxes and cesses
A	B	C	D	E	F=E+C
<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations ”</i></b> in zone 03- Bilaspur (upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work) (Amount in figures)	Approximately 3342 on polling day				
Amount in words					

## Zone 04 – Surguja

Item Description	Units	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	GST %	GST in Rs, if any	Rate per Unit inclusive of all Taxes and cesses
A	B	C	D	E	F=E+C
<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations ”</i></b> in zone 04- SURGUJA (upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work) (Amount in figures)	Approximately 1860 on polling day				
Amount in words					

## Zone – 05 – Bastar North

Item Description	Units	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	GST %	GST in Rs, if any	Rate per Unit inclusive of all Taxes and cesses
A	B	C	D	E	F=E+C
<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations ”</i></b> in zone 05- Bastar North (upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work)(Amount in figures)	Approximately 1017 on polling day				
Amount in words					

## Zone 06 – Bastar South

Item Description	Units	Rate per unit in Rs. excluding all taxes (L1 will be calculated based on this )	GST %	GST in Rs, if any	Rate per Unit inclusive of all Taxes and cesses	
A	B	C	D	E	F=E+C	
<b><i>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations ”</i></b> in zone 06- Bastar South (upstreaming services and other services including camera, manpower, equipments and all resources as per scope of work) (Amount in figures)	Approximately 449 on polling day					
Amount in words						

**Note:**

- 1 Evaluation will be done zone wise. Successful bidder will be decided for each zone based on the total of the line items for respective zones.
- 2 The grand total of cost includes all scope of work mentioned in chapter 4 and terms and conditions.
- 3 Rates quoted in column “C” – **“Rate per unit in Rs. excluding all taxes”** will be used to calculate L1.
- 4 Bidders should also fill all information in the above format & upload it on e-proc website with the financial bid; otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on <https://eproc.cgstate.gov.in/> only.
- 5 The contract will be awarded to the lowest evaluated responsive bidder in each zone, qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder of each zone (6 zones) will be eligible for placement of work Orders for the item.
6. It is to be noted that one bidder can quote bids in one or as many zones or all zones mentioned in this document, but a single vendor can be selected to execute work in maximum of 3 zones, so if vendor quotes for multiple zones and is L1 in more than 3 zones then he will have the option to select 3 zones(out of the zones in which a vendor is L1) in

which the bidder will execute work. The zones in which a vendor was L1 but due to “the limit of maximum 3 zones for a single bidder” not opted to execute work, L2 will be selected to execute work in that zone at L1 rates of that particular zone but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer Chhattisgarh.

- 7 In case, if there is no participation for finalization of bidder in any of the zones, the selected bidders in other finalized zones may be allowed to execute the work for the remaining zone on overall L1 rates across zones but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer Chhattisgarh.
- 8 The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
- 9 Bidder should quote for all the items in the Package with The quantity of hardware, internet connectivity and manpower to be used during the Polling day is an approximate number. The payment would be made as per the exact number of polling stations and polling party mounted systems and hardware devices, software and internet connectivity solution and manpower used.
- 10 All rates quoted must be inclusive of all costs & FOR destination. Insurance of transit shall be the responsibility of the vendor.

Signature of Authorized Signatory : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Name of Firm : \_\_\_\_\_

### List of Mandatory Documents

S. No.	Technical Qualification Criteria	Document details which needs to be uploaded and hard copy to be send	Compliance (Yes/No)	Remark
1	The Bidder should be a registered company under Company Act of India 1956/2013 engaged in trade or business of Information Technology as on the date of issue of the Notice Inviting Tender.	Certificate of incorporation and Registration Certificate		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
2	Bidders' financial turnover from IT/ITES : The bidder should have a minimum average annual turnover of Rs. 10 crores for IT/ITES during the preceding three financial years i.e {{FY 2019-2020, 2020-2021 and 2021-2022) or (FY 2020-2021, 2021-2022 and 2022-2023)}}.	Annual turnover statement for 3 years {{(FY 2019-2020, 2020-2021 and 2021-2022) or (FY 2020-2021, 2021-2022 and 2022-2023)}} should be furnished in the format given in Annexure III duly certified by the Chartered Accountant with the audited balance sheet and statement of profit and loss account.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
3	The Bidder should have a successful experience of rendering similar services where live streaming from multiple locations was involved in India, on behalf of Election Commission of India or any other Organization during the last 03 financial years (2020-21, 2021-22, 2022-23) OR the preceding two financial years (2021-22, 2022-23) and in the current financial year as on the date of notice inviting tender	Copy of work order & complete client execution certificates of the order for live streaming from multiple locations was involved in India, on behalf of Election Commission of India or any other Organization during the last 03 financial years from the concerned client.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
4		Work completion Certificate.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
5	The Bidder must submit their valid PAN and Income tax returns of LAST 3 years..	Valid PAN .		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
6		Income tax returns for last 3 years .		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
7	The Bidder should have sufficient skilled personnel having requisite Experience.	Self declaration on the company letter head along with EPF account details of Personnel in respect of current year to be provided.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.

8	The Bidder should not be blacklisted by Central or any State government or Public Sector Undertakings as on the date of Notice Inviting Tender/ Bid Submission.	A signed copy with seal of the Undertaking regarding bidder has not been blacklisted by central/any state/public sector undertakings as on date of Notice Inviting Tender on non judicial stamp paper of Rs. 100/- and duly notarized. (Annexure-1)		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
9	The bidder must have valid registration under GST department of Chhattisgarh under CG store purchase rules 2002(along with amendments).	GST registration certificate under Chhattisgarh state GST department or an undertaking by bidder that if the bidder is selected as L1 then the firm will get itself registered under CG GST department within 15 days of issuance of notification of Award of Contract.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
10	The financial net worth of the bidder should be positive.	Positive net worth certificate issued by CA.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
11	Mandatory undertaking	<p><b>Bidder should</b></p> <ul style="list-style-type: none"> <li>• not be insolvent, bankrupt etc.</li> <li>• not have their directors, being convicted of any criminal offence</li> <li>• not have any conflict of interest in the procurement comply with the code of integrity</li> <li>• Not have any affiliation with any Political Party</li> <li>• not sublet the contract have submitted only one bid (a self-certified letter as per Self Declaration)</li> <li>• to establish an office in CG under the GST act within 15 days of issuance of Notification of award of contract and that all billing will be done through this office.</li> </ul>		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
12	-	The details containing the name and address of the bidder premises the format in (Annexure IIBID form Description of the bidder) along with exact address of the registered/corporate office.		Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
13	-	<i>Copy of EMD or Copy of exemption certificate if applicable. The Bidder will have to submit Non refundable Earnest Money Deposit (E.M.D.) in the form of challan/Demand Draft in favor of "Chief</i>		Scanned copy to be uploaded on E-Proc and original copy to be sent offline with covering

		<i>Electoral Officer Chhattisgarh” payable at Raipur for each zone (i.e. Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-1, Rs. 2,40,000/- (Rupees two lakhs forty thousand Only) for Zone-2, Rs. 3,80,000/- (Rupees three lakhs eighty thousand Only) for Zone-3, Rs. 1,70,000/- (Rupees one lakh seventy thousand Only) for Zone-4, Rs. 1,00,000/- (Rupees one lakh Only) for Zone-5, Rs. 1,00,000/- (Rupees one lakh Only) for Zone-6 with a single covering letter mentioning zone wise DD/challan details attached) in a sealed covered envelope at Office of the Chief Electoral Officer, in front of old Mantralaya, Opposite DKS Building, Raipur, C.G. with the heading “EMD for the e-Tender for <b>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”.</b></i>	letter duly signed with seal.
14	-	<i>The Bidder will have to submit Non refundable BID DOCUMENT FEES in form of Challan or Demand Draft in favor of “Chief Electoral Officer Chhattisgarh” payable at Raipur of Rs. 10,000(ten thousand rupees) along with a covering letter in a sealed covered envelope at Office of the Chief Electoral Officer, in front of old Mantralaya, Opposite DKS Building, Raipur, C.G. with the heading “EMD for the e-Tender for <b>“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”.</b></i>	Scanned copy to be uploaded on E-Proc and original copy to be sent offline with covering letter duly signed with seal.
15	-	GST return copy of LAST year.	Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
16	-	Bid form duly signed as attached in ANNEXURE II	Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.



17	-	Bank Details of the Firm.(Annexure IV)	Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
18	-	The Tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the tender documents. (ANNEXURE V (A) & V(B)).	Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
19	-	Signed copy of Pre-contract integrity pact, signed on all pages by the tendered.(Annexure VI)	Scanned copy To be uploaded on E-Proc and hard copy to be sent offline.
20	-	Copy of this tender document signed on all the pages.	Scanned copy to be uploaded on E-Proc and original copy to be sent offline with covering letter duly signed with seal.
21	-	Any other document as deemed necessary.	Scanned copy to be uploaded on E-Proc and original copy to be sent offline with covering letter duly signed with seal.

Sign of Authorized person with seal  
Name –  
Contact –  
Address –

Note – This list of mandatory documents along with documents mentioned in the list needs to be signed by authorized person with seal and scanned copy needs to be uploaded online and original copy needs to be sent offline along with other documents in sealed envelope bearing ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”*** to The Chief Electoral Officer Chhattisgarh, Office of the Chief Electoral Officer C.G., Shashtri Chowk in front of old Mantralaya, Opposite DKS Building, Raipur, C.G. Pin Code - 492001

**ANNEXURE-I**  
**Bidders Undertaking-I**

(Indicative Format)

(The form should be signed with seal and then scanned and uploaded on the tender wizard)

**(Certificate to be issued by bidder on the company letterhead)**

**UNDERTAKING**

To,  
The CEO,  
Office of the Chief Electoral Officer Chhattisgarh  
Shastri Chowk, Old Mantralaya Premises Raipur,  
Phone No 0771-2236685 Fax 0771-2224476  
E-Mail: ceoraipur.cg@nic.in  
Sir/Madam,

Sub: ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”*** - Reg.

Ref: Tender No.

Date: dd/mm/yyyy

I/We \_\_\_\_\_ have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We \_\_\_\_\_ hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years.

We also hereby confirm that our EMD/PBG were not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We \_\_\_\_\_ hereby declare that all the particulars furnished by us in this tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished 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 we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above,

I/ We \_\_\_\_\_ declare that all the services shall be performed strictly in accordance with the fine-tuned Technical specifications and other Tender document except the deviations as mentioned in the Technical deviation . Further we agree that additional conditions, if any, found in the Bid documents, other than those stated in deviations Performa, shall not be given effect to.

I/We \_\_\_\_\_ understand that I/We are liable to be blacklisted.

Yours faithfully

For \_\_\_\_\_  
Name, Signature  
Designation  
Seal

**Note:**

Declaration in the company's letter head should be submitted as per the format given above If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.

## **Annexure II**

### **Bid Form**

I. Addressed to:

<b>a.</b>	Name of the Bidding authority	<b>Chief Electoral Office Chhattisgarh, Office of the Chief Electoral Officer, Chhattisgarh</b>
<b>b.</b>	Address	Shastri Chowk, Raipur,
<b>c.</b>	Telephone	Phone No 0771-2236685 Fax 771-2224476 E-Mail: ceoraipur.cg@nic.in

II. NIT Reference:

Date:

III. Other related details:

1.	Name of Bidder with Office Address				
2.	Name & Designation of Authorized Signatory				
3.	Year of Establishment				
4.	Type of Firm	Public Ltd.	Private Ltd.	Partnership	Proprietary
	Put Tick ( ) mark				
5.	Telephone Number(s)/ Mobile				
6.	Website URL				
7.	Fax No.				
8.	Email Address				
9.	Registered Office	Address			
		Phone		Fax:	
		Contact Person			
10.	Registered Office in Chhattisgarh	Address			
		Phone		Fax:	
		Contact Person			
(enclose list of Service Center consisting name of contact person, Telephone no., e-mail address, office address.)					

- IV. We agree to abide by all the conditions mentioned in this Bid Document issued by the Bidding Authority.
- V. Reproduced/ re-word-processed formats or Tenderers/Bidders own formats for the price bids will disqualify the Bid. However the bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VII. The rates quoted are applicable up to 01 year from the date of opening of bid. The validity period can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favor of by cheque/DD in favor of Chief Electoral Officer, Chhattisgarh
- VIII. This Bid form and Terms & Conditions in token of acceptance of the terms mentioned in the tender document along with duly filled letter of undertaking / declaration.

Signature: \_\_\_\_\_

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

Designation:

\_\_\_\_\_

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

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

Seal:

**ANNEXURE – III**  
**TOTAL TURNOVER CERTIFICATE**

To

Chief Electoral Officer.  
Chhattisgarh, Raipur

We hereby certify that M/s \_\_\_\_\_ (the name of participant in the tender) who is participating the Tender Document For **“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”** called by Chief Electoral Officer, Chhattisgarh, Raipur, having their office \_\_\_\_\_ (Address of office) has a turnover for IT/ITES \_\_\_\_\_ based on their audited balance sheet as follow :-

Turnover in the financial year of 2020-2021. RS.

Turnover in the financial year of 2021-2022. RS.

Turnover in the financial year of 2022-2023. RS.

The above information is correct and true and verified from audited Balance Sheet.

CHARTERED ACCOUNTANT

(With membership no.)

Name:

Contact No.

Contact Add:

NOTE: The turnover of other than participant will not be accepted.

\*Cleary turnover should be of IT/ITES.

## ANNEXURE – IV

### Bank Mandate format :-

<b>01</b>	<b>Name of the Bank . Branch</b>  <b>Name&amp; address. Branch</b>  <b>Code No.</b>  <b>Branch Manager Mobile No.</b>  <b>Branch Telephone no.</b>  <b>Branch E-mail ID</b>	
<b>02</b>	<b>9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.</b>	
<b>03</b>	<b>IFSC code of the Branch</b>	
<b>04</b>	<b>Type of Account (Current / Savings).</b>	
<b>05</b>	<b>Account Number (as appear in cheque book)</b>	

(in lieu of the bank certificate to be obtained , please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Chief Electoral Officer.

Chhattisgarh, Raipur responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a tenderer /successful tenderer.

Date: \_\_\_\_\_ Company Seal

Signature

Place: \_\_\_\_\_ (Name of the person signing & designation)

---

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address.

Signature of the authorized

Official of the bank.

-----.

**ANNEXURE – V (A)**  
**DETAILS OF THE BIDDER & CONTACT PERSON**

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Authorized Contact Person for this tender. <b>(Only Officer of the concerned company)</b>
Name & Full Address		
Telephone Nos., Landline		
Mobile		
Fax		
E – Mail		
Date of Inception		

Signature of the Tenderer:

With seal

**Annexure – V (B)**

LETTER OF AUTHORIZATION  
(On Company letter head)

Date

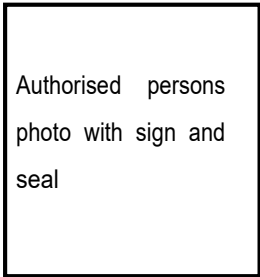
TO WHOM IT MAY CONCERN

I/We the undersigned, hereby authorize Mr. .... to act on our behalf in all manners relating to communication for the tender No....., including signing of all documents relating to these matters. Any and all acts carried out by .....(Name of person), on behalf of .....(name of Bidder).

Name of Authorised Person :.....  
Contact Detail :.....  
Address :.....  
Photo:

Sincerely,

(Company counsel or company officer signature)  
**(Name and Title)**



**Note: The authorized person must be officer of concerned company not outsider.**



**ANNEXURE VI**  
**PRE CONTRACT INTEGRITY PACT**

This pre-bid contract Agreement (herein after called the integrity Pact) is made on ..... day of the month ...../.....20....., between, Buyer acting through Shri .....(Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri

..... (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permuted assigns) and the Second Party, is willing to offer/has offered.

WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

**1. OBJECTIVES**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price inconformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

**2. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER

Which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### **3. COMMITMENTS OF BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or

Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation of the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any their intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

**4. PREVIOUS TRANSGRESSION**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. EARNEST MONEY (SECURITY DEPOSIT)**

Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of .....
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the ..... (BUYER) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. SANCTIONS FOR VIOLATIONS**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon as 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle men or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the

BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose

custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

## **7. INDEPENDENT MONITORS**

The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors) forth is Pact.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

As soon as the Monitor notices, or has reason to believe, a violation this Pact, he will so inform the Authority designated by the BUYER.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**9. LAW AND PLACE OF JURISDICTION**

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

**10. OTHER LEGAL ACTIONS**

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

**11. VALIDITY**

The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

**12. The parties hereby sign this Integrity Pact at ..... on .....**

**BIDDER**

**BUYER**

**NAME OF CONCERNED-**

**Name of the Officer**

**Designation**

**Designation**

Witness

1)

2)

Witness

1)

2)

**Annexure VII**

**Performance Security Bank Guarantee  
(Unconditional)**

To:

-----  
-----  
-----

WHEREAS ..... (Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of Tender No.(Insert Tender Ref No. & Date). for **"Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise "**here in after called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier/Service provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20..... (two years from date of signing of contract)

(Signature with date of the authorized officer of the Bank) .....

Name and designation of the officer

.....

seal, name & address of the Bank and address of the Branch



## **ANNEXURE VIII**

### **INFORMATION & INSTRUCTIONS**

TO THE BIDDERS

FOR

**ONLINE ELECTRONIC CHHATTISGARH GOVERNMENT PROCUREMENT SYSTEM (eGPS)**

Special Conditions & instructions for online Electronic Government Procurement System (online e- GPS) as given in the subsequent pages will prevail over the conditions stated in the tender documents in the previous pages, wherever relevant and applicable.

1. **Registration of the Bidders on Chhattisgarh Government e-Procurement Portal**  
<http://eproc.cgstate.gov.in>

All the bidders in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on <http://eproc.cgstate.gov.in>

2. **Set-up of Machine:**

In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to install Java in his machine present in "Download" section in Index page.

3. **Obtaining a Digital Certificate:**

The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

The registered bidders may obtain information and the application formats and documents required for issuance of a Digital Certificate from:

The Service Provider of eGPS of Government of Chhattisgarh: Wipro Limited in consortium with NexTenders (India) Pvt. Ltd. B-31 "Saket" Shailendra Nagar Raipur (Chhattisgarh)

Pin – 492001 Tel.No.0771–4079400 (Tele Fax)  
Email:[raipur@nextenders.com](mailto:raipur@nextenders.com)

Important Note: Bid for a particular tender may be submitted only using the

digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Health Department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying Authority or Sub Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4. **Opening of an Electronic Payment account:** For Submitting the bids online Bidders are required to make online payment for Bid Submission fee using the electronic payments gateway service as mentioned in the List of online payment modes. The bid submission fee is over EMD to be paid as per technical bid, while bid submission online.

Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards / Internet Banking / mobile banking. The List of modes of electronic payments accepted on the electronic Procurement System is available online on the web site. The Interested bidders can view the list of payment modes from website <http://eproc.cgstate.gov.in>.

5. **Payment for submission of bids online:** The tender documents may be downloaded online directly by eligible Bidders. The Bidders are required to make the payment for bid submission through online payment modes mentioned in *Point No. 3* above. The suppliers can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required.

The secure electronic payments gateway is an online interface between Bidders and credit card / online payment authorization networks.

Submission of bids, EMD and other documents will be governed by the time schedule given under "Key Dates" on the online e-Procurement System portal for the particular tender.

*[Please refer to the Help Manual for viewing of New Tenders Online on the eProcurement Portal.]*

6. **Tender Download:** Eligible Bidders can download the Tender Document online.
7. **Submission of Bid Seal (Hash) of online bids:** The online submission of bids will be preceded by submission of the "digitally signed bid seal (hash)" as stated in the tender time schedule (Key Dates) published in the NIT. The contractor cannot change any bid data after the generation of bid seal(Hash).
8. **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "digitally signed tender Super-Hash" which will be prepared by concerned Department official. This is equivalent to sealing the tender box.
9. **Submission of actual online bids:** Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate after the generation of Super Hash within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only the suppliers who have submitted their bid seals (hashes) within the stipulate time, as per the tender time schedule (Key Dates), will be accepted by the system. A supplier who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid.
10. **Submission of Earnest Money Deposit:** The bidder will be required to submit their Tender processing fee and Earnest Money Deposit by way of E-transfer to the Bank Account details as mentioned as per clause (iii) of Section 3 General Conditions of this tender document. In case the bidder is exempted from submitting EMD, the exemption certificate should be uploaded by the bidder. The Supplier will also upload scanned copy of EMD Transfer receipt along with other details during online bidding under Cover A.
11. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit/Performance Security will be forfeited. Bidder/his representative may also be blacklisted/banned/debarred. Report with police station may also be filed against such bidder/his representative.
12. **Opening of Tender documents:** The authority receiving the tenders or his duly authorized officer shall first open the "Technical bid" of all the bidders and check for the validity of Tender documents & EMD required by CEO, CG. In case, the requirements are incomplete,

the Technical Bid as submitted of the concerned bidder received shall not be opened.

The authority shall then open the tenders submitted by the suppliers online through the CEO, CG Government procurement website. He will match the hash of each tender with the hash submitted by the contractors prior to bid submission. In the event of a mismatch, the tender in question will be rejected after a due process of verification by CEO, CG.

- 13. Fill Negotiated Rates:** The successful bidder may have to fill in Negotiated Rates if so required during this Process. In case of no negotiation or no change in rates successful bidders need to complete the Fill Negotiated Rates stage.
- 14. Key Dates:** The suppliers are strictly advised to follow the tender schedule (Key dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

**Annexure IX**  
**Draft Deed Of Agreement**

(actual agreement may change)

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at Raipur between \_\_\_\_\_, represented for and on his behalf by \_\_\_\_\_ being the service recipient hereinafter referred to as the Election This office, (Which expression shall unless repugnant to the context meaning thereof include its successors and assigns) of the First part and \_\_\_\_\_, Represented for and on behalf \_\_\_\_\_ herein after referred to as the Successful Bidder (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second Part.

Whereas, the Chief Electoral Officer, Chhattisgarh (CEO, CG), invited a tender vide online Tender Ref No. \_\_\_\_\_ (NIT ref. no. \_\_\_\_\_ dated \_\_\_\_\_) for ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”***, and real time transmission of the same, the Successful Bidder herein has been selected in Tender for execution of the work as' detailed in the Tender Documents.

Whereas the Election This office and the Successful Bidder, in pursuance thereof have arrived at the following terms and conditions:

- 1) This Agreement is being executed as per the terms and conditions & scope of work mentioned in The Tender document issued in 'relation to ***“Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise ”*** and Shall be deemed to form be read and construed as part of the tender document / NIT. All the clause of the tender document shall be binding to the successful bidder.
- 2) This Contract shall remain in force during the Contract period of 01 year from the date of signing. The office of the chief electoral officer may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material breach of the terms and conditions and fails to remedy that breach & fails/partially fails to comply the orders given by this office under this contract. Termination of this contract by this office will not relieve the Successful Bidder of his liability as agreed.
- 3) The Successful Bidder agrees to complete the deliverables specified in the Tender and work order (issued) within the stipulated period prescribed by this office at the cost as per the NIT. This cost is firm and not subject to enhancement.
- 4) The Contract in full shall not be transferred or assigned or sublet by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of This Office.

- 5) Force Majeure: Neither the buyer nor the Successful Bidder shall be liable to the Other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as :
- a. Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
  - b. For Purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the tenderer's/bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Tendering Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restriction's and freight embargoes.
  - c. If a Force Majeure situation arises, the bidder shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.
  - d. The Tendering Authority may terminate this contract, by giving a written notice of minimum 30 days to the bidder being unable perform a material portion of the services for a period of more than 60 days.
- 6) Payment Terms: As per the tender document
- 7) Penalty terms: As per the tender document
- a. Any notice from one party to the other given or required to be given here under shall be given by either Mailing the same by registered mail, postage prepaid, return receipt requested; or
  - b. Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
- 8) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, buyer reserves the right to recover costs/ liabilities arising directly due to such breach from the successful Bidder. The total liability, however arising, of the Successful Bidder under the contract is limited to that amount payable to the Successful Bidder by this office under the contract.
- 9) Termination of Contract
- 9.1 Termination for default

- a) The This office may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part,
- i. If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the This office (or)
  - ii. If the Successful Bidder fails to Perform any of the obligation(s) under the contract (or)
  - iii. If the Successful Bidder, in the judgment of this office, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract
- b) In the case of terminating the Contract in whole or in part, this office may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to the This office for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

9.2 Termination for Insolvency

The This office may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this even termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the This office.

- 10) Any notice to the Successful Bidder shall he deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
- 11) This office reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.
- 12) Arbitration Clause / Dispute Resolution Mechanism: As per tender document.
- 13) Subject to the above, the Courts at Raipur alone shall have jurisdiction in the matter.
- 14) Following documents are also the part of this agreement –
  - (i) Tender notice/document and copy dated - \_\_\_\_\_
  - (ii) Notification of award dated - \_\_\_\_\_
  - (iii) \_\_\_\_\_
  - (iv) In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful bidder

For and on behalf of Buyer

1) Witness

2) Witness

**Annexure X**

**Draft of NON-DISCLOSURE AGREEMENT**

(actual agreement may change)

This Non-Disclosure Agreement (“Agreement”) is executed on ..... (“EffectiveDate”), by and between:

\_\_\_\_\_ (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

AND

..... a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative having its registered office at ....., (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering RFP for “.....” (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority’s



grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, "know how", drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
2. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information.
3. The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority.
5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure.

Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority.

8. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority

(Authorised Signatory Office Seal:)

Signatory Office Seal:)

For Bidder

(Authorised

Name:

Designation:

Date:

Place: Raipur

Name:

Designation:

Date:

Place: Raipur

**ANNEXURE-XI**

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:

Sr .	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 ID mentioned in Bid Data Sheet 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.**
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 with a subject line of **"PBQ for "Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) On The Day Event At The Polling Stations - Zone Wise "**.

**Annexure XII**



**भारत निर्वाचन आयोग**  
**ELECTION COMMISSION OF INDIA**

निर्वाचनसदन,  
अशोकरोड, नई दिल्ली-110001  
NirvachanSadan,  
Ashoka Road, New Delhi-110001.  
Dated: 25<sup>th</sup> February 2021

No.464/INST/2021-EPS

To  
The Chief Electoral Officers of  
All the States/UT

**Subject:** Forthcoming General Election to Legislative Assembly of Assam, Kerala, Tamil Nadu, West Bengal and Puducherry, 2021- **Webcasting of critical and vulnerable polling stations-Reg.**

Sir,  
I am directed to refer to the subject cited and to state that Commission's instruction No.464/INST/2014-EPS, dated 21<sup>st</sup> March, 2014 provides for various measures to keep a watch on the polling process at Polling Stations to ensure conduct of free and fair elections. These measures include use of Micro Observers, video cameras, still cameras and webcasting. As per extant Commission's instruction every critical polling station must be covered by at least one of the measures to keep a watch on the polling process as non-CAPF measures.

Further, it was clarified, vide Commission's letter No.464/INST/2016-EPS, dated 09<sup>th</sup> September, 2016, that the figure of minimum 10% of polling stations to be taken for webcasting is basic minimum number and it should not be treated as the upper ceiling for making arrangement in this regard.

Now, the Commission has decided, in supersession of all its earlier instructions on webcasting in polling stations, that arrangements for webcasting shall be done in all critical polling stations and all polling stations in vulnerable areas or at least in 50% of total polling stations including auxiliary polling stations, whichever is higher. Therefore, necessary arrangement for webcasting in polling stations shall be made for ensuring free and fair election and as a confidence building measure for voters.

Yours faithfully,

(SANJEEV KUMAR PRASAD)  
UNDER SECRETARY

Recd (RV)  
Sanjiv  
CEO  
(C.G.) Raipur

SA कले  
26/02.21

**Annexure XIII**



**भारत निर्वाचन आयोग  
ELECTION COMMISSION OF INDIA**

Tel. No. 011-23052144  
Fax 011-23052001  
Website: [www.eci.gov.in](http://www.eci.gov.in)  
No.464/INST/2022/EPS

निर्वाचन सदन  
अशोक रोड, नई दिल्ली-110001  
Nirvachan Sadan  
Ashoka Road, New Delhi-110001  
Dated:19<sup>th</sup> June, 2023

To

The Chief Electoral Officers of  
All States/ Union Territories.

**Subject: Multiple civil (non-force) measures to keep watch on various stages of elections- Videography, CCTV and Webcasting etc.-reg.**

**Reference:**

- (i) 464/INST/2005-PLN-I, Dated 15.10.2005
- (ii) 447/2007-PLN-IV, Dated 17.01.2007
- (iii) 464/INST/2008/EPS, Dated 19.01.2009
- (iv) 464/INST/EPS/2009, Dated 12.04.2009
- (v) 464/INST/2009/EPS, Dated .03.05.2009
- (vi) 470/INST/2011/EPS, Dated 04.03.2011
- (vii) 464/INST/2015-EPS, Dated 06.10.2015
- (viii) 464/INST/2016-EPS, Dated 30.04.2016
- (ix) 464/INST/2016-EPS, Dated 09.09.2016
- (x) 464/INST/2019/EPS, Dated 28.3.2019
- (xi) 464/INST/2019-EPS, Dated 05.04.2019
- (xii) 464/INST/2021-EPS, Dated 25.02.2021

Handwritten notes on the form: "464/INST/2022/EPS", "For CEO", "Prakash Tripathi", "ASST. CEO", "DUF", "SIV", "CAPT.", "19/06/2023".

Letter No.	464/INST/2022/EPS
Date	19/06/23
For	CEO
By	ASST. CEO
By	DUF
By	SIV
By	CAPT.

Madam/Sir,

The Commission has a consistent policy to deploy various civil measures (non-force) for conduct of free, fair, inclusive and transparent elections in the context of emerging challenges of limited security resources available with electoral machinery. The Commission had issued instructions from time to time for use of civil measures such as photography, videography, CCTV, webcasting etc. for identified critical and other Polling Stations and for all other critical poll processes. Following consolidated instruction is being issued, in supersession of all the referenced instructions, for sake of clarity.

2. Some of the Polling Stations may be categorised as Critical Polling Stations and polling stations falling in vulnerable areas, based on pre-defined parameters prescribed by the Commission, for more focused attention on the

*-mit  
use letter to  
all districts*



day of polling. The Commission has directed that such Polling Stations should be covered by CAPF. The Polling Stations, where CAPF is not deployed due to non-availability or otherwise, they shall be covered by one or more of the following civil (non-force) measures to keep a watch on the polling process:

- (i) Micro Observer
- (ii) Video Camera
- (iii) CCTV
- (iv) Webcasting

On the basis of assessment by DEO in consultation with the Observer, the measures mentioned above can be put in place even at those Polling Stations where CAPF is deployed, to keep a watch on the polling process. Certain civil measures are not restricted to poll day only but extend to and cover all other critical poll processes.

Detailed instruction in deployment of Micro Observers is separately issued. This consolidated instruction deals with civil measures like videography, CCTV and webcasting and is used in supersession of the above referred 12 instructions for the purpose of clarity and ease.

### **3. Videography and CCTV:**

#### **(i) Criteria:**

- a) The District Election Officer, on the basis of size of the constituency, number of critical polling stations, polling stations falling in vulnerable area, previous history of booth capturing and other malpractices, the general law and order situation, the likelihood of committing corrupt practices and electoral offences and other related factors and after consultation with the Chief Electoral Officer should decide the number of video camera teams needed for each Constituency in the district.
- b) Each member of the videography team deployed for recording of the proceedings/ important events shall be given proper duty passe for this purpose.
- c) Private videography agencies hired shall be screened thoroughly by obtaining information on their professional competence, track record, financial viability and other related factors like political affiliations etc.

2

d) Private individual videographers hired by the District Election Officer 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.

e) A special receipt counter may be set up at the Receipt Centres to receive photos/ videos with accompanying certificate providing details of location (Polling Stations or location of other process/events), tasks assigned and number of photos/ minutes of videos taken etc.

f) Videography recording is not restricted to poll day but covers entire spectrum of critical poll processes.

g) Video cameras may be used to capture still photography wherever so required.

h) CCTV coverage can be provided for the poll processes scheduled/happening inside rooms/halls like nomination, scrutiny, withdrawal, symbol allotment, EVM/VVPAT related processes etc..

i) Keeping in view the availability and economic viability, CCTVs can be used as an alternative to video cameras and vice versa.

j) While using CCTV, it must be ensured that all the instructions/parameters mentioned above for use of video cameras are to be, *ad seriatim*, scrupulously followed in the case of CCTV coverage also.

**(ii) Inventory of cameras:**

The District Election Officer shall make an assessment of requirements of cameras of appropriate specification/ technology and videographers (with or without cameras) and their availability in the district. In case of shortage, the tender may be floated for hiring of cameras/ videographers or fix the hiring charges based on the prevailing market rate well in advance.

**(iii) Events to be recorded:**

(a) In reference to the Supreme Court's observations made in its judgment dated 11<sup>th</sup> January 2005 in Civil Appeal No.9228 of 2003 (*Janak Singh Vs. Ram Das Rai and Others*), the Commission, earlier, directed that photography may be carried inside the Polling Stations to photograph

electors and cover poll proceedings without compromising the secrecy of voting. The Commission now directs that all critical events during the entire course of election shall be recorded in CCTV or videography where CCTV is not available.

(b) Arrangements for 360° CCTV coverage inside the room and at the exit gate of the room shall be made to record the process of nomination, scrutiny, withdrawal and allotment of symbol. In case CCTVs are not available, the above processes shall be recorded through videography with date and time stamping and other instruction of the Commission in this regard.

(c) Other critical events such as First Level Checking of EVM/VVPATs, commissioning of EVM/VVPATs, important public meetings, processions during election campaign, processes related to postal ballot papers, polling process in identified critical polling stations, storage of polled EVM/VVPATs, Opening of Strong Rooms before taking out the EVM/VVPATs for counting and counting process etc. shall be recorded in CCTV or through videography.

(d) The videographer shall make sure that all other important events *inter alia* listed below are properly recorded:

- i. Attempts of intimidation of voters.
- ii. Attempts of inducement/ bribing of voters.
- iii. Canvassing within 100 metres of Polling Stations
- iv. Positioning of voting compartment
- v. Assured Minimum Facilities (AMF) at the Polling Station
- vi. Presence of polling agents
- vii. Mock Poll.
- viii. Clearing of Mock Poll
- ix. Sealing of EVMs and VVPATs.
- x. Process of identification of voters.
- xi. Voters in queues.
- xii. The length of queue at the time fixed for close of poll.
- xiii. Any dispute of any nature at the Polling Station.



- xiv. Visit by Sector Officers, Observers and other electoral functionaries or any important person including the candidates.
  - xv. Replacement of EVMs/VVPATs, if any.
  - xvi. Any reportable or objectionable incidents at the Polling Stations.
  - xvii. Any other processes or events specified by DEO/RO
- (e) All videography and photography should be done with date and time stamping so that the real time and date can be verified.
  - (f) Videographers, so deployed, shall not be making random videography but shall follow protocol provided by the Commission in recording events.
  - (g) Care should be taken that the videographers engaged for the purpose of covering the public meetings/rallies etc. attended by NSG/SPG protectees having high security threat, the videographers, so deployed, shall be screened for security by the district police authorities. Proper advance security liasoning with the officials of NSG/SPG shall be maintained in this regard and under no circumstances the videographers and the process of videography can become a hindrance to the process of giving security cover to such protectees.
  - (h) Regulated entry of the media persons, with authority letters, shall be allowed inside the Polling Station premises in manageable numbers to capture general poll day events without violation of secrecy of voting.

**(iv) Method of placing cameras:**

Cameras shall be placed/ handled in such a manner that they can record the general proceedings at the Polling Station including the process of identification of voters, application of indelible ink, voting compartment etc., on poll day. On counting day, the CCTV/ videography camera shall be placed in such a way that it captures the general proceeding and do not focus on the display of the Control Unit. Proper care should be taken to ensure that the secrecy of voting is not violated in any manner in either case.

**(v) Scrutiny of videography/CCTV footage done:**

- (a) Videography done at a Polling Station, shall be viewed by the RO, in presence of the Observer at the time of scrutiny of Form 17A and other documents, in case of any complaint with respect to that Polling Station.



At the time of scrutiny, concerned videographer shall be available so that the RO and Observer can seek any clarification, if required.

(b) Video films of campaigning shall be viewed by the teams appointed by the Returning Officer to check whether any of the organizers / speakers or other participants of the public meeting has committed any violations or infractions of statutory provisions and directions of the Commission or provisions of Model Code of Conduct.

(c) The Returning Officer, wherever competent to take action, shall immediately initiate corrective action including disciplinary action against all those found guilty, under intimation to the Commission.

(d) In cases of serious infringements, the RO while submitting his report to the Commission through DEO/CEO will also send a copy of the video recording in CD or in other appropriate storage device by quickest possible means. In such cases the such recordings will be carefully indexed and complete transcript thereof, a brief explanatory note mentioning the broad details of the violations, the persons responsible and the action recommended be provided to the Commission.

(e) The videographic clippings are required to be shown to the Observers concerned deployed in the Constituency/ District on daily basis to enable him/her to apprise the Commission of the situation prevailing in that Constituency to enable it to take prompt remedial measures, if required.

**(vi) Videography/CCTV at Counting Centre:**

(a) Video/CCTV coverage shall be ensured at every stage of counting by deploying adequate teams of videographers. This video/CCTV coverage shall include the randomization process for counting personnel, opening of Strong Rooms, transfer of CUs from Strong Room to Counting Hall, Counting Hall arrangements, process of counting and tabulation counters, checking of two CUs per round by the Observers, security arrangements in and outside the Counting Hall/Centre, presence of candidates and their agents, declaration of results, handing over of Certificate of Return of Election, placing VVPAT slips in black envelopes and sealing of EVM/VVPATs after counting and any other significant events of the counting process.

(b) The videography shall have the date and time stamping. Storage devices, containing unedited video recording should be sealed, clearly labelling/indexing all the details contained therein, after the counting process is over for future reference. CDs/ Storage devices of the video recording should be kept in safe custody of the District Election Officer.

(c) No still or video camera of the media (except the official video camera for officially recording the entire counting process) is allowed to be fixed inside any Counting Hall. No camera stand should, therefore, be allowed to be taken inside Counting Halls by media persons. Hand held cameras can be allowed for media persons carrying authority letter/ pass issued by the Commission. Further, while covering the counting process with camera carried in hand by the media persons, in no circumstances, the actual votes recorded on an individual EVM or ballot papers is to be videographed/photographed.

(d) The exact location, up to which the cameras of the media can move, should be indicated by the Returning Officer in advance, marked by a line or a string for guidance of all concerned.

#### **4. Webcasting:**

##### **(i) Meaning of webcasting-**

(a) Webcasting simply means live streaming of video on the Internet. Any video camera including a webcam capable of being connected to the Internet can be used for webcasting. Webcasting in polling stations will be restricted for monitoring by the election machinery, to prevent vitiation of the poll process, at Polling Station.

(b) In the context of poll day webcasting, it is preferable that cameras of appropriate specification/technology are installed at identified Polling Stations, in such a manner to record general proceedings and not to violate secrecy of vote. Such live stream data of webcasting on poll day events shall only be displayed at Control Rooms of Chief Electoral Officer, District Election Officer and Returning Officer and nowhere else. The Commission shall also be provided with the link to view live streaming on need based.





- (c) Webcasting arrangement shall have enough analytical and alert capabilities to provide run time and end of the day analysis on functional/non-functional cameras and alerts on critical system events.
- (d) Such live streaming, as described above, shall be recorded in the Control Rooms of the District Election Officers and nowhere else. District Election Officer shall be custodian of the entire video data and shall be responsible for its safe keep.
- (e) This civil measure is primarily to provide immediate support to Polling Stations, by monitoring, in case of any events that could jeopardize the integrity of the voting process.
- (f) Webcasting shall cover poll process inside the Polling Station and voter's queue and peripheral areas of the Polling Station,

**(ii) Identification of locations for webcasting:**

Arrangements for webcasting shall be done in all critical Polling Stations and all Polling Stations in vulnerable areas or at least in 50% of total polling stations including auxiliary polling stations, whichever is higher. Therefore, necessary arrangement of webcasting in Polling Stations shall be made, to provide immediate support, for ensuring free and fair election and as a confidence building measure for voters.

**(iii) Installation of webcasting at Polling Stations:**

- (a) A temporary landline or mobile broadband connection or any other means of connectivity should be provided in all identified Polling Stations where webcasting is proposed.
- (b) Cameras of appropriate specification/technology should then be provided at Polling Stations.
- (c) Provision for sufficient number of 3 pin sockets in Polling Station for powering such cameras.
- (d) It is preferable that a State-wide composite tender is issued by the Chief Electoral Officer, with necessary service level benchmarks, to install webcasting infrastructure and its operation. However, the Chief Electoral Officer may, on his own discretion and convenience, adopt any other method to provide webcasting infrastructure and its operation.

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(e) It shall be ensured that webcasting infrastructure is ready for full testing by P-3 days at all identified locations including Control Rooms facilities. Full rehearsal shall be ensured on P-2 and P-1 days to ensure glitch free operation on poll day.

**(iv) Setting up Web-casting in Polling Station:**

(a) During webcasting in polling stations, it should be ensured that camera(s) is/are placed at sufficient height (e.g., 7-8 ft) above the ground.

(b) The camera(s) should be placed on a stable and sturdy position on a wall and kept in fixed position.

(c) The camera(s) should be in such a position that a broad view of the following aspects of poll processes is clearly captured and transmitted:

- Process of identification of voter by Polling Officer;
- Application of indelible ink on the finger of voter;
- Initialisation of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
- 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.
- Presence of Polling Agents to the possible extent.
- At the time of closing of poll, distribution of slips/tokens to the voters in queue.
- Sealing of EVM (BU/CU), VVPAT, their carrying cases and distribution of attested copies of Form 17C to polling agents.
- Voter's queue and peripheral area of the Polling Station.

(d) The name and number of Polling Stations along with date of poll should be pasted at such a place so that it is displayed in 'camera view' throughout the polling day till completion and sealing.

(e) The Booth Level Officer and the Sector Officer concerned should give Polling Station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified and are functioning properly with the cameras oriented correctly. 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.

- (f) The RO shall prepare signages of size 30"X18" with colour scheme of black letters on fluorescent yellow background, having the following text **"YOU ARE UNDER WEB CAMERA/CCTV SURVIELLANCE"**. These signages shall be displayed prominently at multiple locations, inside and outside the Polling Stations or any other relevant locations.
- (g) It must be ensured that no advertisement is displayed during webcasting.

**(v) Recording of video in case of webcasting:**

It is reiterated that, in all cases where webcasting is done, the video of the entire day's proceedings must be recorded in the Control Rooms of the District Election Officers and nowhere else. District Election Officer shall be the custodian of the records so created. The record footage of the relevant period should be made available to the Returning Officer for viewing at the time of scrutiny on the next day after the poll in case of any complaint with respect to that Polling Station.

**(vi) Monitoring of webcasting:**

Monitoring of webcasting shall be normally two tier, in addition to viewing by the Commission, as below:

- a) **State Control Room:** A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through District Control Room.
- b) **District Control Room:** A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through Returning Officer or Sector Officers or QRTs or any other mechanism.

**(vii) No Webcasting of Counting Centre:**

There shall be no webcasting of the process of counting of votes. However, the sufficient numbers of CCTV cameras of appropriate resolution shall be installed in all Counting Halls. CCTV Camera for counting table earmarked for VVPAT Counting Booth (VCB) shall be installed on ceiling just above the counting table, as per instructions contained in the latest edition of 'Manual on Electronic Voting Machine and VVPAT'. CCTV recordings of



the full counting process shall be under the custody of the District Election Officer and shall be treated as records under Rule 93(1) of Conduct of Election Rules 1961.

**5. Training of personnel deployed for videography, CCTV and webcasting:**

Personnel deployed videography, CCTV and webcasting should be trained by the Returning Officer or Nodal Officer on what and how to capture during videography. It must be instructed that the purpose of the scheme is to record critical events that could vitiate the poll. They should not simply take photographs or videos or footage in a routine or random manner in order to fill up a storage device, or camera memory. A proper training for setting up CCTV/ webcasting cameras shall also be provided.

Training of all officers/ staff associated with webcasting is very important. All Presiding Officers, polling officers and Sector Officers for the Polling Stations where webcasting is planned must be familiarised in webcasting and duties associated with it. The officials at State/District Control Room shall also be trained for monitoring methods and appropriate reaction to be initiated.

**6. Logistics for teams deployed for videography, CCTV and webcasting:**

All teams so deployed for videography, CCTV and webcasting should be under the personal supervision and guidance of a Nodal Officer, appointed by the DEO/RO. Such teams will be provided suitable transportation/vehicles, food etc. during their duty, subject to terms and conditions of the contracts, and it shall be ensured that no hospitality from any candidate or political functionaries is accepted by them.

**7. Storage and retention of photo/webcasting/CCTV/videography data:**

(a) The webcasting data and videography data/ photography *inside the Polling Stations* produced in compliance with the orders of the Commission shall form a part of the record of the concerned election under Rule 93(1) Conduct of Election Rules 1961 and stored with due precautions for its safety. The recording shall be kept in CDs or other suitable storage devices, properly sealed and indexed for easy retrieval, in the safe custody of District

Election Officers, as in the case of all other election related records. The DLJ will ensure that there is no leakage and data theft.

(b) Data as above shall be kept in the trunk in the Strong Room, designated for documents different from EVM/VVPAT Strong Rooms, where all the statutory documents relating to that election have been stored. CD/ storage device of video recordings shall be indexed with a uniform code number in the following standard formulation: *State/ District/AC/Date of recording/location/Gist of event recorded*. This data shall be retained for a period of one year and destroyed thereafter, under Rule 94(b) Conduct of Election Rules 1961.

(c) A copy of the data shall be kept in the secured custody of DEO concerned for use during scrutiny process, if required. The copy shall be destroyed after the completion of the scrutiny process.

(d) The locking seal of CDs shall remain intact, so that contents cannot be copied to another CD possible. Before consigning the CD for storage, it shall be covered with tape to prevent accidental erasure, editing, or manipulation. etc. Similar precaution shall be taken for other types of storage device, if used.

(e) The recordings of various stages of election process (not related to the Polling Stations) like nomination of candidates, scrutiny, withdrawal of candidature etc. by videography/CCTV shall be kept in the safe custody of the DEO till the expiry of 45 days from the date of declaration of result of the election concerned.

(f) The video recordings of election campaign activities of candidates and political parties made by the election expenditure monitoring teams, FSTs, SSTs etc., shall be kept in safe custody of DEOs till the expiry of 8 months from the declaration of the result of the election.

(g) On receipt of an application for copies of the data/ record or to inspect such data/ record, within 45 days of the declaration of the election result in case of (e) above, and within 8 months of the declaration of the election result in case of (f) above, following facilitation shall be permitted:

(i) Copies of still photo or video recording should be given on demand, free of cost to candidates and on due payment of a fee of Rs 300/- per CD/ storage device (exclusive of cost of CD/storage devices) to any other person.



(ii) Inspection may be allowed as per follows:

- The video CDs/ storage devices will be made available for inspection in the office of the District Election Officer or Chief Electoral Officer, as the case may be.
- No guarantee for authenticity and veracity of the contents of the CDs/storage devices will be undertaken under any circumstances and these will be made available on 'as is' basis.
- Effective supervision by officials shall be ensured to avoid removal of any footage or damage or mutilation of the CD/ storage device. Simultaneous inspection by a large number of persons shall not be allowed.

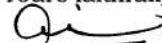
(h) On expiry of the prescribed period of 45 days or 8 months, as the case may be, it should be ascertained whether any election petition or any other petition/complaint etc. has been filed in respect of the election concerned or pertaining to electoral offence etc., in which video recording could be relevant. In case no Election petition or any other petition etc., is pending, the recording should be destroyed after following the usual procedure prescribed for the purpose.

(i) If there is any election petition filed in respect of the election or any other petition etc. in any competent court in respect of which the data mentioned at (e) and (f) would be relevant, then such data shall be retained in safe custody of DEO till the disposal of such matter.

**Manual on Force Multipliers and Civil Measures** (latest edition) may be referred for detailed instructions and clarification on all types of civil (non-force) measures.

The aforesaid consolidated instructions shall be brought to the notice of all concerned for strict compliance.

Yours faithfully,



19/06/2023

(SANJEEV KUMAR PRASAD)  
SECRETARY

**ANNEXURE I**

**Civil (Non-Force) Measures Matrix for  
Photography/Videography/CCTV/ Webcasting**

Location or Event/Civil Measure	Videography	CCTV	Webcasting	Remarks
Polling Station (identified for video coverage)	YES (in case of webcasting not feasible)	NO	YES	Data is part of election records under Rule 93(1) and hence can't be shared without order of competent court.
Counting (VCB shall have CCTV only)	YES (in case 360° CCTV not provided)	YES	NO	Data is part of election records under Rule 93(1) and hence can't be shared without order of competent court
Any Poll Process other than Polling Station and Counting	YES	YES	NO	Data can be shared/inspected within 45 days of the election result
Campaign, Expenditure Control etc	YES	YES	YES (need based at check nakas)	Data can be shared/inspected within 8 months of the election result.