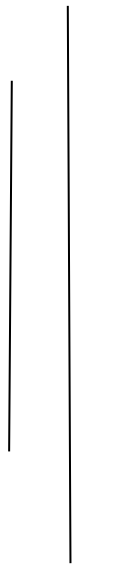




**Request for Proposal
For
Appointment of an Implementing Agency for Webcasting of Polling
Stations during General Elections 2024 in the State of Sikkim**



**Office of the Chief Electoral Officer, Sikkim
Balwakhani, Gangtok
Sikkim- 737101**

Disclaimer

This RFP is issued by Office of the Chief Electoral Officer, Sikkim to the bidders. The Office of the Chief Electoral Officer, Sikkim intends to implement webcasting during General Election 2024. This document has been prepared on the basis of available information in Office of the Chief Electoral Officer, Sikkim and other publicly available documents which Office of the Chief Electoral Officer, Sikkim believes to be reliable. The sole objective of this document (the Request for Proposal or the RFP) is to solicit Technical and Financial bids from parties for taking part in the future process leading to Selection of Implementing Agency for Webcasting of Polling Stations during General Elections 2024 in the State of Sikkim.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made and no responsibility or liability shall be accepted by Office of the Chief Electoral Officer, Sikkim or any of their employees, consultants, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Technical and Commercial bids.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

Some of the clauses, scope & activities listed to be carried out by Office of the Chief Electoral Officer, Sikkim subsequent to the receipt of the responses are indicative only. Office of the Chief Electoral Officer, Sikkim has the right to continue with these clauses, scope & activities; modify the sequence of clauses, scope & activities; add new clauses, scope & activities or remove some of the clauses, scope & activities, as dictated by the best interests of Office of the Chief Electoral Officer, Sikkim.

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1. Definition

Term	Definition
Agreement	Means the document signed by the Authority (Office of the Chief Electoral Officer, Sikkim) and the Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract.
Bid	Means the complete bidding document submitted by the Bidder to the Authority and shall include any corrections, addenda and modifications made there in In accordance with the terms and conditions of tender.
Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
Day	A day means a calendar day.
Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by Other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by Election Department.
Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
Payment	Means the amount payable by Office of the Chief Electoral Officer, Sikkim based on the tendered items as per the agreement.
Period	Means entire term of the Contract.
Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process.
Service Tax	As per the announcement of Government of India, service tax will be paid at actuals as applicable.

2. Notice Inviting Tender

Office of the Chief Electoral Officer, Sikkim having its Registered Office at **Balwakhani, Gangtok, Sikkim-737101** invites responses (“Proposals”/ “Bids”) to this Request for Proposal (“RFP”) from bidders to be appointed as Implementing Agency (IA) Webcasting of Polling Stations during General Elections 2024 in the State of Sikkim.

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Interested bidders may download the RFP from the website <https://Sikkimtender.gov.in> or <https://ceosikkim.nic.in> . Any subsequent corrigenda/ clarifications shall also be made available on the website URLs mentioned above.

Proposals must be received not later than time and date mentioned in the Fact Sheet. Proposals that are received after the deadline **WILL NOT** be considered in this procurement process.

3. Facts Sheet & Important Dates

Information	Details
Tender number	No.7006 Dt: 21/02/2024
Name of Tenderer	Office of the Chief Electoral Officer, Sikkim
Tender name	Appointment of an Implementing Agency for Webcasting of Polling Stations during General Elections 2024 in the State of Sikkim
Date of Issue/Publishing of the RFP	21.2.2024
Document Download/Sale Start Date	21.2.2024
Document Download/Sale End Date	27.2.2024 by 4.00 pm
Date for Pre-Bid Conference	28.2.2024 at 11.00 am
Venue of Pre-Bid Conference	Office of the Chief Electoral Officer, Sikkim
Last Date and Time for Submission of Pre- Bid Queries/ Suggestions for Clarifications	29.02.2024 by 11.00 am
Tentative Date for Release of Responses to Pre- Bid Queries	2.03.2024
Last Date and Time for Submission of Bids	14.3.2024 – 10:00AM
Date and Time of Opening of Technical Bids	14.3.2024 – 11:00AM
Date and Time of Opening of Financial Bids	16.3.2024 – 11.00 am
Tender Fee	INR 1,000/- (One thousand rupees only) in Demand Draft in favour of “Chief Electoral Office, Sikkim” payable at ‘Gangtok’

EMD	INR 2,00,000/-(Two lakh rupees only)
Bid Validity Days	180 days
Validity of the Contract from the date of issuance of Award of Work	1 year from issue of work order
Address for Communication	Dy. CEO, Office of the Chief Electoral Officer, Election Department, Balwakhani, Gangtok, Sikkim-737101 Email: ceo_sikkim@eci.gov.in

4. Preamble

The Election Commission has directed that in compliance with the orders of the Supreme Court in Civil Appeal No.9228 of 2003 (Janak Singh Vs. Das Rai and other) dated 11.02.2005, photography may be carried out inside the Polling stations to photograph electors and cover Poll Proceedings without compromising the secrecy of voting. This will be in addition to videography of critical events during the election process, videography at hyper-sensitive Polling Stations on the day of Polling.

In view of the utility of live – recording established for monitoring of Poll in the Polling Stations, the Election Department has proposed that live Web- Streaming of poll proceedings may be taken up in a minimum of 50% or more of 573 Polling Stations in the Districts, covering 32 Assembly Constituencies, in which 5G/4G/3G/Internet connectivity is feasible (and the rest by CCTV/videography) as per the list of critical and vulnerable polling stations to be provided by Election department. Due weightage shall be given for maximum coverage of critical and vulnerable polling stations. The actual number of Polling Stations in which the web-casting is to be taken up will be arrived based on the number of critical and vulnerable polling stations. Office of the Chief Electoral Officer shall be concentrating primarily on live web-casting and will consider offline mode, only in adverse cases, wherein, the respective critical polling station has no internet connectivity due to location or terrain.

India is a Socialist, Secular, Democratic Republic and the largest democracy in the world. The modern Indian nation state came into existence on 15th of August 1947. Since then free and fair elections have been held at regular intervals as per the principles enshrined in the Constitution, Electoral Laws and political system. The Constitution of India has vested in the Election Commission of India the superintendence, direction and control of the entire process for conduct of elections to Parliament and Legislature of every State and to the offices of President and Vice-President of India. The Commission is assisted in this Constitutional duty by the Chief Electoral Officers (CEOs) of respective states. The CEOs carry out instructions of the Commission and ensure free and fair elections in the state.

ATTENTION CLAUSE: All Intellectual Property Rights will vest with the Client and the bidder shall have no right over the same. 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. Each of the Bidder Personnel shall also be required to sign a Non Disclosure Agreement with Election Department and there may be civil and criminal penalties in case of breach of the agreement.

In view of the above, the Office of the Chief Electoral Officer, Sikkim, invites bids from the suitable bidders for the Tender towards Web-Casting of Polling Stations for General Elections 2024 in Sikkim as per the Technical specification and terms & conditions as given in this Tender document. The Successful Bidder of this tender shall be required to work closely with the Officials of CEO Office, Sikkim (the Client) concerned to complete the work required, up to their satisfaction.

5. Invitation to Bids

The invitation to Bid is for selection of Implementing Agency for Webcasting of Polling Stations during General Elections 2024 in the State of Sikkim that are being procured through this RFP, for the duration of the project as mentioned in “**IMPORTANT INFORMATION**” section.

The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer (i.e. Office of the Chief Electoral Officer, Sikkim), important dates and addresses and the overall eligibility criteria for the Bidders.

a. Issuer

Office of the Chief Electoral Officer, Sikkim would herein after refer as Issuer / Purchaser / Client invites proposals for ‘Selection of Implementing Agency for Webcasting of Polling Stations during General Elections 2024 in the State of Sikkim as per the scope of the Bid’.

b. Issuer and Address

Office of the Chief Electoral Officer, Sikkim

Balwakhani,

Gangtok, Sikkim-737101

Ph: 03592 202539

c. Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of the Bid including surveys (if required), and Office of the Chief Electoral Officer, Sikkim will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

d. RFP Document

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish all information required by the RFP document or to submit a Bid not substantially responsive to the RFP document in every respect will be at Bidder’s risk and may result in the rejection of its Bid.

e. Clarification of RFP document and Pre-Bid Conference

- I. The bidders or their designated representatives may seek clarifications with regard to the RFP document and the project by submitting their queries to the Chief Electoral Officer, Sikkim in writing (or by E-mail) to be received on or before 11 am on 29.02.2024.

- II. The queries must be submitted in the following format only to be considered for clarification.

Section No.	Clause No.	Reference / Subject	Clarification Sought

- III. Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The minutes of the PBC shall be circulated by tenderer to all those companies who have submitted queries for clarification.

f. Amendment of RFP Document

- I. At any time prior to the deadline (or as extended by Office of the Chief Electoral Officer, Sikkim) for submission of bids, Office of the Chief Electoral Officer, Sikkim, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s).
- II. All bidders will be notified of the amendment(s) by publishing on the websites, and these will be binding on them.
- III. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Office of the Chief Electoral Officer, Sikkim, at its discretion, may extend the deadline for the submission of bids.

g. Language of Bid

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged between the bidder and the Office of the Chief Electoral Officer, Sikkim, shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation by Office of the Chief Electoral Officer, Sikkim certified / approved translator of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

6. Eligibility Criteria and Technical Bid Criteria

6.1 Pre-Qualification Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as Pre-Qualification Criteria for Bidder interested in undertaking the project. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Webcasting to General Election. The Bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria as given below:

Table 1: Pre-Qualification Criteria

SL. No.	Clause	Documents required
1.	The responding firm / agency should have submitted a Bid Security (EMD) of ₹2,00,000 (Rupees Three Lakhs) only.	₹2,00,000 should be paid by way of Demand Draft or Banker's Cheque drawn in favour of the "Chief Electoral Officer, Sikkim" and payable at Gangtok only.
2.	Legal Entity Company should be registered under Companies Act, 1956 or 2013. Or PSU under Central/ State Government Registered with the Service Tax Authorities	Certificate of Incorporation. Registration Certificate
3.	The bidder should have domain expertise in the field of Webcast/ Video streaming solutions of polling process from polling stations during State Assembly/ Lok Sabha Elections	Copies of relevant P.O./ Work Order/ Supply Order/ Agreement confirming year and area of activity
4.	The bidder should never have been blacklisted/ barred/ disqualified by regulator/ statutory body or any PSU	Self-Declaration that the bidder has not been blacklisted / barred / disqualified by regulator / statutory body or any PSU
5.	The bidder must have a valid GST registration Certificate	Copy of GST registration Certificate.
6.	The bidder should have an Average Annual turnover of at least ₹ 2 Crores in Indian Rupees, for any 3(three) financial years in the last 04(four) financial year as per audited balance sheet duly certified by statutory authority/ practicing Chartered Accountant Note:	Certified Audited Balance Sheets of relevant periods and a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted with the bid FY (2019-20, 2020-21, 2021-22, 2022-23)

SL. No.	Clause	Documents required
	The turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.	
7.	The bidder should have successfully implemented webcasting services in the last three financial years with at least one Central/ State Government/ PSU/ Government Agencies in India	Copies of relevant P.O./ Work Order/ Supply Order/ Agreement confirming year and area of activity
8.	The Bidder must have on its roll at least 30 Technically qualified professionals as on 31.1.2024	Certificate from Bidder's HR Department for the number of Technically qualified professionals employed by the company with their skill set
9.	Bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder	Power of Attorney in favour of Authorized Signatory
10.	Web Camera and software should be from same OEM for the purpose of better integration and quality of services	Required documents : OEM Authorization

NOTE: Please submit all the documentary evidence in support of the above conditions as the eligibility criteria. The bidder has to ensure that all pages of the bid are signed by the competent authority.

6.2 Technical Bid Criteria

SL. No.	Criteria	Evaluation	Max Marks	Supporting Document	Reference
1.	Company Profile		10		
	Average Annual turnover of at least ₹ 2 Crores in Indian Rupees, for any 3(three) financial years in the last 04(four) financial year as per audited balance sheet duly certified by statutory authority/ practicing Chartered Accountant	<p>More than Rs 5 Cr : 10 marks</p> <p>>=Rs. 3 Cr & <= Rs. 5 Cr : 8 marks</p> <p>>= Rs. 2 Cr & < Rs 3 Cr : 7 marks</p>		Certified audited balanced sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted along with the bid	

SL. No.	Criteria	Evaluation	Max Marks	Supporting Document	Reference
2.	Relevant Strengths		10		
	No. of successfully implemented large volume web casting services in last 3(three) financial years with at least one Central / State Government / PSU / Government Agencies in India	=1project:7marks =2projects:8marks >=3projects:10marks		Copies of relevant P.O./ Supply Order/ Work Order/ Agreement + certificate from client to be submitted along with the bid.	
3.	Experience of Working		20		
	Experience of Working in Similar Projects with Election Related Work in This State or in Other States. No. of successfully implemented Projects 3(three) financial years	=1 state : 5 marks =2 states : 10 marks =3 states : 15 marks >3 states : 20 marks		Copies of relevant P.O./ Supply Order/ Work Order/ Agreement + certificate from client to be submitted along with the bid.	
4.	Approach & Methodology		45		
	Presentation by bidders on Solution and Proposed Demonstration of the understanding of the requirements Approach and Methodology to perform the work in this assignment	Qualitative assessment by the Proposal Evaluation Committee based on presentation made by the bidders highlighting <ul style="list-style-type: none"> Detailed Technical solution architecture and its components proposed : 12 Marks Project Management Approach & Methodology proposed : 8 Marks Qualitative assessment by the Proposal Evaluation Committee based on — Understanding of the objectives of the assignment and the extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Scope of Work		Proposal and Presentation	

SL. No.	Criteria	Evaluation	Max Marks	Supporting Document	Reference
5.	Manpower		15		
	The Bidder must have on its roll at least 30 Technically qualified professionals as on 31.01.2024	Marks will be given as below – a) 50 or above professionals (15 Marks) b) 30 or above technical professionals (12 Marks) c) 30 or above technical professionals (10 Marks)		Resources CV with valid Certificates	

Note: All supporting documents for the above listed criteria's should be submitted along with the bid. In absence of the supporting documents, the bid will not be considered for evaluation

7. Instruction to Bidders

h. Submission of Bids

The bidders should submit bid documents through Sikkim e-Procurement portal at <https://sikkimtender.gov.in/>

PART-I: Pre-Qualification Bid.

Pre-qualification bid response documents need to be digitally signed before uploading in the Sikkim e-Procurement Portal. All documents to be uploaded for Pre-qualification as per section 5.1 are free-format. For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

PART-II: Technical Bid

Technical bid response documents as per Section 6.2 need to be digitally signed before uploading in the Sikkim e-Procurement portal. Complete technical details, data sheet and detail technical specification for the item offered and any other relevant documents.

PART-III: Financial Bid

Financial bid response documents need to be digitally signed before uploading in the said portal. Complete financial details as per specified format. Financial Bid will be considered for evaluation for those Bidders who are qualified in the Part-II.

7.1 Opening of Bids

The Tender Evaluation Committee will open and evaluate the pre-qualification bid, technical bid and the Financial Bid at the place and time mentioned at important information sheet. During the Bid opening, the interested bidders (Maximum 2) are allowed to participate.

7.2 Evaluation Criteria

Part I: Pre-Qualification criteria

The responsive Bidders will be evaluated based on Section 6.1(Bidder's Eligibility) of RFP and would be evaluated by Tender Evaluation Committee. Bidders should be ready to give any clarification asked by the evaluation committee. If Bidder does not fulfil all the conditions mentioned in the bidder's eligibility, his technical bid will not be considered for further evaluation.

Part II: Opening and Evaluation of Technical Bids

The Tender Evaluation Committee would evaluate the technical bids. Bidders should be ready to reply to all the queries raised by the Tender Evaluation committee. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

Bidders securing a minimum of 60% marks in the Tender Evaluation will only be considered for further financial bid evaluation. Bids which don't secure the minimum specified technical score

will be considered technically non-responsive and hence debarred from being considered from financial evaluation.

Part III: Opening and Evaluation of Financial Bids

- a) The financial bids of only the “Technically Qualified Bidders” will be opened during the financial evaluation
- b) The Technically Qualified bidder who quotes the lowest rate shall be considered as the Lowest Tender in the financial bid and shall be awarded the work.
- c) In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the contract.
- d) Bidders need to provide their financial bid as per the format provided in the RFP.
- e) **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

Office of the Chief Electoral Officer, Sikkim reserves the right to negotiate with the Bidder whose proposal has been ranked first on the basis of best value.

7.3 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialled and stamped by the person or persons signing the bid.

7.4 Bid Prices

- The Bidder shall indicate price in the prescribed format, the unit rates and total bid prices of the equipment / services, it proposes to provide under the Contract. Prices shall be shown separately for each item as detailed in the Tender Document. In absence of the above information as requested, the Bid may be considered incomplete and hence rejected. The price components furnished by the Bidder in accordance with format below will be solely for the purpose of facilitating the comparison of Bids by Office of the Chief Electoral Officer, Sikkim and will not in any way limit State's right to contract on any of the terms offered.
- The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by Office of the Chief Electoral Officer, Sikkim. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of the

execution of the project, any revisions to the work requirements like technical specifications, equipment sizing etc. are to be made to meet the goals of the State, all such changes shall be carried out within the current price.

7.5 Firm Prices

- Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, Office of the Chief Electoral Officer, Sikkim reserves the right to negotiate the prices quoted in the Bid to effect downward modification.
- The Commercial Bid shall clearly indicate the price to be charged without any qualifications whatsoever and shall include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable shall be indicated separately in:

Appendix-9 : Format for Response to the tender: Commercial Bid

However, shall there be a change in the applicable taxes, the Office of the Chief Electoral Officer, Sikkim reserves the right to negotiate with the Bidder.

- Prices, in any form or by any reason, shall not be revealed before opening of the Commercial Bid, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the Office of the Chief Electoral Officer, Sikkim.

7.6 Bid Currency

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

7.7 Bid Security (Earnest Money Deposit)

1. All Bidder's shall deposit, as part of its Bid, an Earnest Money amounting to ₹ 2,00,000 (Rupees Two Lakhs) only. Bids without this bid security will be rejected.
2. The Bid Security shall be in Indian Rupees and shall be in the form of Demand Draft/Pay Order, issued by any nationalized bank in India, drawn in favour of the Chief Electoral Officer, Sikkim payable at Gangtok, Sikkim, and shall be valid for at least 180 days. Such negotiable instrument should be valid for at least sixty (60) days beyond the validity of the Bid.
3. Unsuccessful bidder's Bid security will be discharged or returned within sixty (60) days after the expiration of the period of Bid validity prescribed.

7.8 Forfeiture of BID Security

The Bid security may be forfeited either in full or in part, at the discretion of Office of the Chief Electoral Officer, Sikkim, on account of one or more of the following reasons:

1. If the bidder withdraws his Bid during the period of Bid validity specified by him on the Bid Letter Form;
2. If the bidder fails to co-operate in the Bid evaluation process
3. If the bid or its submission is not in conformity with the instruction mentioned herein
4. If the bidder violates any of the provisions of the terms and conditions of the tender

In case, a successful bidder fails to (a) accept award of work, (b) sign the Contract Agreement with Office of the Chief Electoral Officer, Sikkim, within the stipulated time after acceptance of communication on placement of award, (c) furnish Performance Bank Guarantee, (d) fails to sign the Contract Agreement in time, (e) or the bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of Office of the Chief Electoral Officer, Sikkim in timely finalization of this tender. The decision of Office of the Chief Electoral Officer, Sikkim regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default of such type or nature may involve black-listing of the bidder by Office of the Chief Electoral Officer, Sikkim .

7.9 Bid Validity Period

Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by Office of the Chief Electoral Officer, Sikkim. A Bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period

Extension of Period of Validity

In exceptional circumstances, Office of the Chief Electoral Officer, Sikkim may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing or by email/Fax. The validity of EMD shall also be suitably extended.

7.10 Notification of Award

Notification to Bidder

Before the expiry of the period of validity of the proposal, Office of the Chief Electoral Officer, Sikkim shall notify the successful bidder in writing by registered letter or by fax/email, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of selection and shall send his acceptance to enter into agreement within three (3) days of receiving the notification.

Signing of Contract

The notification of the Selection shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement. At the same time as Office of the Chief Electoral Officer, Sikkim notifies the successful Bidder that its Bid has been accepted, and Office of the Chief Electoral Officer, Sikkim will send the Bidders the Proforma for Contract incorporating all agreements between the parties. Within 3 days of receipt of the Contract, the successful Bidder shall sign with date the Contract and return it to Office of the Chief Electoral Officer, Sikkim.

Discharge of Bid Security

Upon the successful signing of the agreement, Office of the Chief Electoral Officer, Sikkim shall promptly request the Bidder to provide Performance Bank Guarantee. On receipt of the performance guarantee, the Bid security of the selected Bidders will be released.

7.11 Failure to Abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of State with such penalties as specified in the Bidding document and the Agreement.

7.12 Performance Bank Guarantee

Within five (5 days) after the date of receipt of notification of the acceptance of Letter of Acceptance, the company shall furnish Performance Bank Guarantee as per Section XIII Annexure - 1 to Office of the Chief Electoral Officer, Sikkim @ 10 % of the total value of work order by way of irrevocable and unconditional Bank Guarantee in favour of Office of the Chief Electoral Officer, Sikkim for a period to be specified in the award of work. This Bank Guarantee should be of a sufficient duration to cover the risk of Office of the Chief Electoral Officer, Sikkim. The proceeds of the Performance Bank Guarantee shall be payable to Office of the Chief Electoral Officer, Sikkim as compensation for any loss resulting from the Company's failure to fulfil its obligations under the terms and conditions of the Work Order.

The Performance Bank Guarantee regarding commencement of job / task will be discharged by Office of the Chief Electoral Officer, Sikkim and returned to the company not later than 30 (Thirty) days following the date of completion of the company's performance, related obligations under the terms & conditions of the Work Order.

7.13 Contacting Office of the Chief Electoral Officer, Sikkim

1. Bidder shall not approach Office of the Chief Electoral Officer, Sikkim officials beyond office hour and/ or outside Office of the Chief Electoral Officer, Sikkim office premises, from the time of the Bid opening to the time of finalization of successful Bidder.
2. Any effort by a Bidder to influence Office of the Chief Electoral Officer, Sikkim officials in the decisions on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Office of the Chief Electoral Officer, Sikkim, it should do so in writing.

7.14 Right to Accept Bid and to Reject any or all Bids

3. Prior to expiration of the period of Bid validity, Office of the Chief Electoral Officer, Sikkim will notify the successful Bidder in writing that its Bid has been accepted.
4. Within 3 days of receipt of such intimation, successful Bidder shall give its acceptance to Office of the Chief Electoral Officer, Sikkim.
5. Upon the successful Bidder's furnishing of Performance Bank Guarantee, Office of the Chief Electoral Officer, Sikkim will promptly notify all unsuccessful Bidders and will discharge their Bid security.
6. Effort will be made by the Office of the Chief Electoral Officer, Sikkim to sign an agreement with the successful Bidder within 5 days.
7. Office of the Chief Electoral Officer, Sikkim will have the right to accept bid and to reject any or all bids.

7.15 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, Bids may be rejected under following circumstances:

Pre-Qualification Rejection Criteria

- Bids submitted without or with improper EMD.
- Bids which do not conform to unconditional validity of the Bid as prescribed in the Tender.
- Pre-Qualification Bid containing commercial details.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bid evaluation, Bid comparison or contract award decisions.
- Bids without signature of person (s) duly authorized on required pages of the Bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided

Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the Tender Document in every respect.
- Failure to furnish proofs for information provided

- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the Bid does not confirm to the timelines indicated in the Bid.

Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price Bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

7.16 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under the GST, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. Office of the Chief Electoral Officer, Sikkim will not take any responsibility towards this. However, Office of the Chief Electoral Officer, Sikkim may provide necessary assistance, wherever possible, in this regard.

7.17 Taxes and Duties

All the taxes, duties, levies and all other charges applicable and shall be valid for delivery on FOR basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.

Office of the Chief Electoral Officer, Sikkim shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of Office of the Chief Electoral Officer, Sikkim in this regard will be final and binding and no disputes in this regard will be entertained.

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

7.18 Lack of Information to Bidder

The Bidder shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the bid.

7.19 Fraudulent & Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Office of the Chief Electoral Officer, Sikkim of the benefits of free and open competition.

“**Corrupt Practice**” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution. Office of the Chief Electoral Officer, Sikkim will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project

7.20 Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) For reasons to be recorded in writing, the Office of the Chief Electoral Officer, Sikkim may cancel the process of procurement initiated by it.

8. Scope of Work

As per the mandate of the Election Commission of India, the Chief Electoral Officer, Sikkim desires to monitor Polling Booths by setting up Webcasting services during Elections. Currently, there are 286 Polling Booths where the services would require to be set up that would be monitored by the Chief Electoral Officer's Office.

The key objectives of this facility are enunciated below:

- a) Live webcasting of polling activity from selected polling stations.
- b) Live content monitoring from browser interface from multiple ends.
- c) Recording of the video and audio in a server for subsequent retrieval and review.

8.1 Brief Scope of Work:

The Bidder is required to webcast day long live video on the day of elections from polling stations in Sikkim i.e. from multiple end points and record the same on storage media for subsequent viewing as well.

The deliverables are as defined below:

- a) 286 IP Cameras with WiFi Modem (if required), rechargeable battery, AC power cord and all accessories including camera base, chargers, converters, transducers etc as may be required.
- b) Mobile 4G/5G internet SIM having optimum signal strength
- c) Server for the purpose of storing of web stream and hosting of monitoring application and recording of video and audio stream.
- d) Developing and providing browser-based monitoring application with feature for assignment of physical location to IP Camera.
- e) Installation and de-installation of IP Camera including setting of date and time as per IST at the webcasting location, packing and unpacking for transportation, charging of battery (where required).
- f) Providing unedited backup of webcast in physical media on next day after actual webcast to the District Election Officer. In addition, backup of all unedited recorded streams to be handed over to CEO, Sikkim in local server before signing off.
- g) Technical support services for entire duration including one supervisor for every

webcasting location on each date of webcast.

- h) Training of users for monitoring web cast stream as may be required.
- i) Providing Training Manual/ User Manual.
- j) The infrastructures to be provided along to resources are detailed at Appendix 7

Deliverables from the end of the Chief Electoral Officer, Sikkim and team

- a) Providing one electric connection for operation of Camera etc

8.2 Detail Scope of Work

Task 1: Hosting of the web based streaming software:

The key features of the software shall be:

- a) Able to record video in H.264 or other open formats which can be read by a variety of open-source software solution.
- b) 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.
- c) Both audio and video should have the running time stamp. The timestamp should come from a secured location / source and should be approved by the Nodal Officer.
- d) The recording should not require any specialized software and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla Fire Fox and Apple Safari.
- e) 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).
- f) The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
- g) The 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.
- h) During recording, the assembly constituency (AC No.) and Polling Station No.(PS No.) should be visible clearly in camera view.

- i) Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed.
- j) The data should in no point be hosted outside India and bidder shall not access the data unless authorized by the CEO/DEO.
- k) 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 water mark in the background of the streaming videos.
- l) Uploading the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 4G/3G/2G/Broadband, WiMax, DSPT, etc., based on local availability.
- m) At the end of each event, the web streamed data along with required reports, shall be made available within 24 hours to the Client Hard disk for later retrieval and usage as necessary.
- n) 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.
- o) The client shall ensure the safety of equipment used by the bidder to fulfil the webcasting of Polling Stations.
- p) 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.
- q) 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.
- r) Upon browser-based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the Internet.
- s) The bidder is required to deploy suitable Compression techniques so that the data can

be transmitted appropriately.

- t) The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
- u) 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.
- v) 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.
- w) 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.
- x) 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.
- y) 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.
- z) The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause.

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

The bidder after award of contract should conduct a survey on the feasibility of webcasting in the Polling Stations of Sikkim and check the identified 286 Polling Stations from where live web streaming will happen.

Number of Locations for Video & Audio Recording should be minimum 50% of 573 Polling Stations.

- a) The Bidder has to supply and install devices, as per the minimum specification indicated at **Appendix-5** in all the identified polling station.

- b) The bidder has to provide the suitable internet connectivity with minimum of 1 mbps speed from a reputed suitable service provider to the devices installed, in the identified polling stations. In critical polling stations where live webcasting is not possible, the camera should have offline recording facility with enough memory card storage to record the entire poll day process. The footage should then be submitted to the respective Returning Officer after the end of poll.
- c) The bidder must post one person at each identified polling station, with proper training on the usage of the web streaming software, using the device and the Internet connectivity on the day of polling and also during trial runs.
- d) 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 poll day.
- e) The bidder is required to provide sufficient power backup for the camera and internet equipment to ensure that the live streaming/ recording is not interrupted due to power failure at the polling station.
- f) 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. The bidder shall perform webcasting at no extra cost for the first 50(fifty) polling stations, post which, the bidder shall be compensated for the number of polling stations over and above 50(fifty) polling stations at the rate quoted by the bidder.
- g) The bidder shall ensure that the live feeds are transmitted in a secured 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.
- h) 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.
- i) 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.
- j) After the event is over on polling day, the supplied devices, LED TV's and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
- k) The bidder shall provide adequate computer performance on the servers and storage to accommodate the data generated from web streaming from all the polling stations.
- l) The Office of CEO will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer / PO1 Officer), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.

m) Control Centre:

- i. The bidder is also required to assist the Nodal Officer and District Officers in the setting up of the Control Centres which will use the feed from the Camera devices on the day of Polling. The Control Centre will be at the State Level (CEO's office) and in each District (DEO's-6). In the CEO's office, the bidder has to provide two technical persons for co- ordination with districts and server team on the polling day.
- ii. The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the day of polling in each Control Centre as indicated in **Appendix -9**.
 - Device to manage the feeds
 - Internet connectivity
 - LED TV 55"
 - Manpower
- iii. The bidder shall provide the sufficient Internet bandwidth for the live streaming of the polling day event at the polling stations and State Level (CEO's Office), District Level (DEO's-11) and RO's (40 RO's).

Some Important Data for the consideration includes:

- a) Number of Days required for recording at each location: 1 day

[References to Day means 24 hours or part thereof]. In case of hosted Content Delivery Network covering polling stations, the Service Level Agreement (SLA) for uptime is 90%.

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

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

Centralized Help Desk in Gangtok:

- a) Operating under the Control of the Nodal Officer, the Centralized Helpdesk.
- b) Team with 2-seater minimum, shall be in Gangtok and shall assist all other locations to fix the issues that are coming up relating to this assignment.
- c) The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.

Manpower:

The personnel to be provided at the office of the CEO, DEO and polling stations should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the assignment.

The CVs of all the personnel, being deployed should be provided as per Appendix-2. Each of the personnel should have at least two of the following with him while in duty.

- a) Passport/Driving License/ PAN Card/Aadhaar Card or other form of identity as specified by the Nodal Officer.
- b) 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.
- c) 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.
- d) The personnel shall be required to operate around day of polling from each of the Centre posted, in each of the Legislative Assembly Constituency.
- e) 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.

Training of these personnel and the tasks shall include:

- a) 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.
- b) Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
- c) Any other tasks found necessary for the successful live streaming of the videos.
- d) The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

Task 5. Development of Training Material

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.

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) Multi-Media: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
- c) The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

- a) An Inception Report within 1 week, from the start of the assignment.
- b) Weekly Progress Reports consisting of
 - All works performed by the bidder.
 - The Time Sheets /Attendance duly counter-signed by the Nodal Officer.
- c) All Other Reports as required for the successful execution of this assignment.
- d) Development and Maintenance of an MIS for all reporting purposes.
- e) Final Report within 2 weeks of closure of all activities stipulated in the contract.
- f) The reports may be submitted in hard copy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.
- g) The bidder after completion of the recording activities, all data to be arranged on the

Hard disks and handed over to the nodal officer, within 4 days after each event(polling) is completed.

- h) 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 HDDs shall be provided by the bidder at their own cost.
- i) The bidder shall ensure that recordings of all polling stations have been compiled properly and handed over to the Office of the Chief Electoral Officer, Sikkim.

9. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the Implementing Agency towards the Office of the Chief Electoral Officer, Sikkim during webcasting.

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

The vendor should ensure.

SERVICE AVAILABILITY	Deduction from total cost
90% to 100%	0%
85% to 89.99%	10%
75% to 84.99%	25%
74.99% 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%

Provision of training, training material and manpower.

Provision of Manpower, Training material and training as per stipulated date	Deduction from total cost
On or before stipulated date	0%

1 day later	10%
2-5 days later	20%
6-7 days later	30%
>7 days later	50%

10. Supply, Installation and Commission

- a. Delivery: The ordered items shall be delivered, installed, and commissioned within one month from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to the Office of the Chief Electoral Officer, Sikkim.
- b. The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.
- c. After successful Installation, commissioning, and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format in **Appendix-6**.
- d. 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 Office of the Chief Electoral Officer, Sikkim.
- e. In the event of non-acceptance of the items delivered to the Office of the Chief Electoral Officer, Sikkim, the Successful Bidder shall immediately report to CEO's Office for suitable directions.
- f. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours' time in advance. 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 Office of the Chief Electoral Officer, Sikkim. The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

11. Payment schedule

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

- a. Signing of Contract
- b. Submission of an irrevocable Bank Guarantee of the Contract amount in the format (Appendix- 1) specified to the Client.
- c. Signing of Non-Disclosure Agreement (Appendix-3) by all the persons involved in the assignment.

The following would be the Milestones and Payment

	Payment Schedule	Fee payable	Remarks
1.	Inception Report Submission	10 %	On successful completion
2.	Training Documents and Multimedia content and Training for all official concern	10 %	On successful completion
3.	Two Trial runs and satisfactory Certificate before Two days of poll day	10 %	On successful completion
4.	Submission of all other project deliverables and final report	70 %	On successful completion

There will be deduction of Payment for Milestones as per the SLA defined above.

- a) No advance Payment will be made.
- b) 100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the Office of the Chief Electoral Officer, Sikkim. Bills will be honoured within one month after submission along with all supporting documents in complete shape.
- c) Payment will be released based on the quantity used at the site and the same has to be attested by Office of the Chief Electoral Officer, Sikkim.
- d) Penalty amount, if any, will be adjusted in the payment due to the successful bidder.
- e) All taxes and other levies imposed by Governments in India will be paid at actuals as applicable.
- f) Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced

APPENDIX-1: BANK GAURANTEE FORMAT

(To be executed in Rs.100/- Stamp Paper)

Ref: Bank Guarantee No. _____

Date: _____

To

The Chief Electoral Officer,
Office of the Chief Electoral Officer,
Election Department,
Balwakhani, Gangtok-737101
Sikkim.

Dear Sir,

Whereas (Name of Implementation Partner) hereinafter called "the BIDDER" has undertaken, in pursuance of Contract dated2024 (hereinafter referred to as "the Contract") web casting of .

AND WHEREAS it has been stipulated in the said Contract that the BIDDER shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized Bank/Scheduled Bank located in India having at least one Branch in Sikkim for performance of the equipment supplied and installed under MSDC as per the contract agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Office of the Chief Electoral Officer, Sikkim the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of Rs..... (being 10% of the sum of order value) to Office of the Chief Electoral Officer, Sikkim under the terms of their Agreement dated __ on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Office of the Chief Electoral Officer, Sikkim under this Guarantee shall not, under any circumstances, exceed in aggregate.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Office of the Chief Electoral Officer, Sikkim, stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Office of the Chief Electoral Officer, Sikkim, any and all sums demanded by Office of the Chief Electoral Officer, Sikkim, under the said demand notice, subject to the maximum

limits. A notice from Office of the Chief Electoral Officer, Sikkim, to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr _____

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 12 months from the date of its execution. However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner herein before provided for a period of one year from the date of issue of this Guarantee.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by: any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements. any breach or non-compliance by the BIDDER with any of the terms and conditions of any Agreements/credits arrangement, present or future, between Bidder and the Bank.

The BANK also agrees that Office of the Chief Electoral Officer, Sikkim, at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against BIDDER and not withstanding any security or other guarantee that Office of the Chief Electoral Officer, Sikkim, may have in relation to the BIDDER's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Office of the Chief Electoral Officer, Sikkim, or any other indulgence shown by Office of the Chief Electoral Officer, Sikkim, or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and only the High court of Sikkim, Gangtok, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2024

Witness:

(Signature)	(Signature)
(Name)	(Name)
(Office Address)	Bank Rubber Stamp
	Designated with Bank
Stamp Plus Attorney as per Power of Attorney No. _____ Dated: _____	

APPENDIX-2 : BIO DATA OF MANPOWER

The CVs of all the personnel being deployed should be provided as per the format given below.

Sl.no	Description	Details to be provided
1	Name	
2	Date of Birth	
3	Permanent Address	
4	Criminal or Civil Record details if any	
5	Mobile no.	
6	Educational Qualifications	
7	Experience	
8	Email Address	
9	Copies of Identity cards given below	
10	Passport No	
11	Driving License No	
12	PAN Card No.	
13	Aadhaar Card No.	
14	Address during last 10 years	
15	Assembly Constituency from	

APPENDIX-3 : NON- DISCLOSURE AGGREEMENT

To,

The Chief Electoral Officer,
Office of the Chief Electoral Officer,
Election Department,
Balwakhani, Gangtok-737101
Sikkim.

Subject : Non –Disclosure agreement.

Sir,

Format will be provided by Office of the Chief Electoral Officer, Sikkim later when required

Due to security reasons, the Consultant 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. Each of the Consultant Personnel will also be required to sign a Non-Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

Bidder's Signature & Stamp

Date:

Time: Place:

APPENDIX-4:TENDER EVALUATION CRITERIA

SL. No.	Criteria	Evaluation	Max Marks	Supporting Document	Reference
6.	Company Profile		10		
	Average Annual turnover of at least ₹ 2 Crores in Indian Rupees, for any 3(three) financial years in the last 04(four) financial year as per audited balance sheet duly certified by statutory authority/ practicing Chartered Accountant	<p>More than Rs 5 Cr : 10 marks</p> <p>>=Rs. 3 Cr & <= Rs. 5 Cr : 8 marks</p> <p>>= Rs. 2 Cr & < Rs 3 Cr : 7 marks</p>		Certified audited balanced sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted along with the bid	
7.	Relevant Strengths		10		
	No. of successfully implemented large volume web casting services in last 3(three) financial years with at least one Central / State Government / PSU / Government Agencies in India	<p>=1project:7marks</p> <p>=2projects:8marks</p> <p>>=3projects:10marks</p>		Copies of relevant P.O./ Supply Order/ Work Order/ Agreement + certificate from client to be submitted along with the bid.	
8.	Experience of Working		20		
	Experience of Working in Similar Projects with Election Related Work in This State or in Other States. No. of successfully implemented Projects 3(three) financial years	<p>=1 state : 5 marks</p> <p>=2 states : 10 marks</p> <p>=3 states : 15 marks</p> <p>>3 states : 20 marks</p>		Copies of relevant P.O./ Supply Order/ Work Order/ Agreement + certificate from client to be submitted along with the bid.	
9.	Approach & Methodology		45		

SL. No.	Criteria	Evaluation	Max Marks	Supporting Document	Reference
	<p>Presentation by bidders on Solution and Proposed Demonstration of understanding of the requirements</p> <p>Approach and Methodology to perform the work in this assignment</p>	<p>Qualitative assessment by the Proposal Evaluation Committee based on presentation made by the bidders highlighting</p> <ul style="list-style-type: none"> Detailed Technical solution architecture and its components proposed : 12 Marks Project Management Approach & Methodology proposed : 8 Marks <p>Qualitative assessment by the Proposal Evaluation Committee based on — Understanding of the objectives of the assignment and the extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Scope of Work</p>		Proposal and Presentation	
10.	Manpower		15		
	The Bidder must have on its roll at least 30 Technically qualified professionals as on 31.01.2024	<p>Marks will be given as below –</p> <p>d) 50 or above professionals (15 Marks)</p> <p>e) 30 or above technical professionals (12 Marks)</p> <p>f) 30 or above technical professionals (10 Marks)</p>		Resources CV with valid Certificates	

APPENDIX-5 : TECHNICAL SPECIFICATION

a) POLLING STATION:

Sl. No	Descriptions	Compliance Yes/No
1	IP Based Web Camera	
2	3 Megapixel minimum with Night Vision Capability	
3	Wide Angle with 30/170 degrees coverage	
4	Minimum Illumination of 0.05lux	
5	Support 16-4096 kbps code rate	
6	Support Constant bitrate/variable frame rate of up to 30fps	
7	Image Control: Backlight Compression, Automatic White balance, 3D Noise Reduction	
8	Minimum Supported Display resolution should be 640 x 480pixels	

b) SPECIFICATION OF TV

Sl. No	Descriptions	Compliance Yes/No
1	55 inch display with floor stand /Slanting stand for dais with Thefollowing accessories: 15meter HDMI& C-Video cable Should have the following inputs (S-video, C-Video, HDMI & PCVGA input) Should have composite video & PC VGA outShould have 20W speaker output Should come with remote control	

c) SPECIFICATION OF INTERNET CONNECTION

Sl. No	Descriptions	Compliance Yes/No
1	Wireless/Wired connectivity with minimum of 1 Mbps speed From a reputed service provider with good coverage at pollingstation	

APPENDIX-6 : DELIVERY OF EQUIPMENT'S

Date of Submission: dd/mm/yyyy

Vendor Name :

Vendor Address :

Tender No :

Sample Submitted on :

Tender Product Sl.No :

Sl. No	Item No in the Tender	Item Description	Make	Model	Sl. No of the Item

VENDOR

Certifying Agency

Name & Designation of the Person receiving the Sample

Signature of the Representative
Name :
Designation:
Contact No:

Signature
Name :
Designation:
Contact No :

APPENDIX-7: LIST OF INFRASTRUCTURE TO BE PROVIDED

A. During Polling

A. At polling station

Sl no	Description	Qty
1.	Device as per the specs with camera	1 No
2.	Internet connectivity with 1 mbps speed	1 No
3.	Manpower	1 No
4.	Power backup for Camera and internet	1 no

B. At DEO office

Sl no	Description	Qty
1.	LED TV 55 “ in	1 No
2.	Device as per the specs	1 No
3.	Internet connectivity with 3 mbps speed	1 No
4.	Manpower	1 No

C. At CEO office

Sl no	Description	Qty
1.	LED TV 55 “	2 Nos
2.	Device as per the specs	1 No
3.	Internet connectivity with 10 mbps speed	1 No
4.	Manpower	2 Nos

APPENDIX-8 : PROFILE OF BIDDER

1.	Name of the Company	Bidder
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered Office Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact person Telephone Number	
	Email Address	
5.	Name of Local Presence at Aizawl	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Telephone Number	
	Email Address	
6.	Registration Details	
	Permanent Account Number	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration No. and ESI Remittance details for last 3 years	
9.	PF Registration No. and PF Remittance details for last 3 years.	

APPENDIX-9 : FINANCIAL BID

Sl.no.	Item Description	Unit Rate(Rs) (A)	Quantity(B)	Value (C) C=A*B	Tax (%) (D)	Total Taxes(Rs.) (E) E=C*D/100	Total (F)=C+E
1	Webcasting of Polling Stations						
(a)	Online Mode: Live Streaming and recording of the Polling at Polling Stations, including internet connectivity and manpower		286				
2	Supply of 55" LED TV with manpower at DEO's office during polling		6				
3	Supply of 55" LED TV and manpower at CEO's office during polling		1				
4	Supply of Helpdesk with 2 personnel		1				
	Grand Total (G)						

APPENDIX-10 : Letter of Undertaking

To,

The Chief Electoral Officer,
Office of the Chief Electoral Officer,
Election Department,
Balwakhani, Gangtok-737101
Sikkim.

Subject: Undertaking for non-retention of recorded data gathered from Web-Casting for Sikkim General Elections 2024 -Reg.

Sir,

I/Wehereby confirm that our Company has not retained any copy / copies of the data recorded from the Web-Casting for General Elections 2024. I/Westate that all local data gathered from this project has been destroyed.

I/Wecertify that we are liable and responsible for any disputes arising out of intellectual property rights and punishable for violating any penal codes.

In case of violation of any of the conditions above, I/WeUnderstand that I/ Weare liable to be blacklisted.

Yours faithfully for
Name, Signature Designation