1. Tender Notice

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## 2. Tender Information

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<th>Tender Accepting Authority</th>
<th>Name of Work</th>
<th>Tender Documents available at</th>
<th>Tender Submission</th>
<th>Tender Documents available from</th>
<th>Last Date &amp; Time for submission of tender</th>
<th>Date, Time &amp; Venue for opening of Technical Bid</th>
<th>Date, Time &amp; Venue for opening of Price Bid</th>
<th>Earnest Money Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Inviting Authority, Designation &amp; Address</td>
<td>Chief Electoral Officer (CEO) Elections Department, Villianur Main Road, Lawsthottam Reddiarpalayam, Puducherry 605 010.</td>
<td>Tender Accepting Authority</td>
<td>Chief Electoral Officer (CEO) Elections Department Puducherry.</td>
<td>Name of Work</td>
<td>Providing Software for video recording proceedings in Polling Stations &amp; Web Streaming of poll proceedings</td>
<td>Tender Documents can be downloaded free of cost from <a href="https://www.py.gov.in">https://www.py.gov.in</a> and <a href="http://ceopondicherry.nic.in">http://ceopondicherry.nic.in</a> A Document fee of Rs 500/- has to be enclosed by way of demand draft in favour of the Drawing and Disbursing Officer, Elections Department Payable at Puducherry along with the technical bid of the tender document.</td>
<td>Tender Documents available from 31.01.2014</td>
<td>Date, Time &amp; Venue for opening of Technical Bid 17-02-2014, 3.00 PM, at address mentioned in sl.no.1 above</td>
<td>Date, Time &amp; Venue for opening of Price Bid 17-02-2014, 5.00 PM, at address mentioned in sl.no.1 above</td>
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3. Scope of Work

It is proposed to take up video recording of the poll proceedings in approximately 875 polling stations in 4 regions of Puducherry (Puducherry, Karaikal, Mahe & Yanam), in the forthcoming General Elections for Lok Sabha, 2014 by using laptops/Desktops and Webcams. The video recording in approximately 875 polling stations should be streamed live for viewing in the Offices of the CEO, District Elections Officers (DEOs) and Returning Officers (ROs) & Election Commission of India. These numbers and locations stated above are only approximate and actual may be slightly more.

3.1 Conditions of Work

1. The Vendor (Successful Bidder) shall provide the software for video recording of poll proceedings in the polling stations using laptops/desktops and webcams.

2. The software provided by the bidder shall be software developed by him and shall not be free software or shareware available on the internet.

3. The software should be capable of continuous video recording of poll proceedings, for the entire duration of poll on the polling day and also for re-poll if such a re-poll is ordered.

4. The software should provide for live streaming of the video feed as recorded in the polling stations over the internet for viewing in the offices of the CEO, DEOs and ROs.

5. The Vendor shall provide software for the Clients (laptops/desktops in the polling stations) for video recording and transmission of the video data over the internet.
6. The Vendor shall provide software for the Client Viewers in the Offices of the CEO, DEOs and ROs for receiving and viewing the video data streamed live from the polling stations.

7. The Client Viewer software shall provide for 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.

8. 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. The data streaming shall not be open for viewing by the public over the internet.

9. The vendor shall arrange for the required number of Video Servers exclusively for UT of Puducherry, the manpower to run the Video Servers and the required Connectivity Bandwidth for the Video Servers for streaming the video data over the internet with appropriate fail over option.

10. The Vendor shall provide Technical Manpower in the Office of the CEO, to set up the Control Room for viewing the video streaming data and also to monitor the operations on the day of the poll.

11. The Vendor shall provide proper training in installation of the software, running the software, troubleshooting, and setting up of the client viewers to the District Level Technical Officers / Master trainers.

12. The Vendor shall provide for testing for 100% of Polling Stations and simultaneous trial/mock run of video streaming of poll proceedings in a minimum of 25% of the polling stations, covering all regions at least one week before poll day.

13. The actual number of polling stations from where video data streaming is to be done shall be intimated to the vendor 15 days before poll day.
14. The vendor shall ensure that the recorded material is transmitted in a secure manner and that it does not fall into the hands of any party not authorized by CEO to receive the same.

15. The recorded material shall be the exclusive property of the CEO and neither the vendor nor any other party would be entitled to utilize the same.

### 3.2 Role of Elections Department

1. The Elections Department (hereinafter called The Department) shall provide the Desktops as per client specifications, webcams and broadband connectivity required in the polling stations.

2. The Department shall provide the Desktops required for client viewer and control servers required in the office of the CEO, District Election Officer and RO.

3. Manpower for operating the clients in the polling stations and technical manpower to monitor the operations in the Districts shall be provided by the Department.

4. Leased Line connectivity / Enhancement of Bandwidth in the existing Broad Band Connectivity for the Control Servers in the Office of the CEO, DEO and ROs shall be provided.

### 3.3 Tender Evaluation Committee

There shall be a Tender Evaluation Committee headed by the Director (IT)-cum-Nodal Officer (IT) having members from NIC and Puducherry Engineering College and Elections Department.
### 4. Eligibility Conditions for Bidders

<table>
<thead>
<tr>
<th>Eligibility Conditions</th>
<th>Documentary Proof to be Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder should be a Registered Firm</td>
<td>a) VAT Registration Certificate</td>
</tr>
<tr>
<td></td>
<td>b) Previous Year audited Balance Sheet</td>
</tr>
<tr>
<td></td>
<td>c) Previous Year IT Return</td>
</tr>
<tr>
<td>Bidder should have minimum 2 years experience in development of software products</td>
<td>Details of products developed and supplied to customers to be submitted</td>
</tr>
<tr>
<td>Bidder should have successfully conducted video recording of poll proceedings with video data streaming as required in the ‘Scope of Work’ for a minimum of 400 Polling Stations simultaneously, spread over at least 20 Assembly Constituencies, in at least two General Elections / Assembly Election in India.</td>
<td>Certificate from the Elections Department of the State where the Bidder has performed such recording and streaming.</td>
</tr>
</tbody>
</table>
5. Tender Submission

5.1 Contents of Tender Document

Part I – Tender Details
Part II – Technical Bid
Part III – Price Bid

5.2 Preparation of Tender Cover

1. The Technical Bid as prescribed should be filled in original and should be sealed in a separate cover. The Technical Bid should be super scribed as “Technical Bid – Tender for recording & video streaming of poll proceedings, Tender No. No. E152/2014 Dated 31.01.2014”. The EMD should also be kept in this cover.

2. The Price Bid as prescribed should be filled in original and should be sealed in a separate cover. The Price Bid should be super scribed as “Price Bid – Tender for recording & video streaming of poll proceedings, Tender No. E152/2014 Dated 31.01.2014”. If the price bid is kept inside the technical bid cover or in the outer cover in an open manner, so as to reveal the bid amount at the time of opening of technical bid, then the bid document would be summarily rejected.

3. Both the Covers containing the Technical & Price Bids respectively should then be put in a single outer cover, sealed and super scribed as “Bid Documents – Tender for recording & video streaming of poll proceedings, Tender No. E152/2014 Dated 31.01.2014”.

4. The Bidder should super scribe the covers as specified above, failing which the tender is liable for rejection.
5.3 Mode of Submission

1. The tenders shall be sent by post/courier at the address specified or can be submitted in person at the office of the CEO, Puducherry on or before the due date & time prescribed.

2. Tenders received by post or otherwise after the due date & time will not be considered.

5.4 Earnest Money Deposit (EMD)

1. Each tender should be accompanied with an EMD of Rs.25,000/- (Rupees Twenty Five thousand only) by way of Demand Draft or Bankers Cheque valid for three Months in favour of “Drawing and Disbursing Officer, Elections Department”, payable at Puducherry. The EMD should be enclosed in the Technical Bid Cover. Any tender submitted without EMD as specified will be summarily rejected.

2. EMD of unsuccessful bidders will be returned within 30 days of finalization of tender.

3. The EMD of the successful bidder will be carried over and adjusted against Security deposit payable by the bidder. No interest will be payable on this deposit.

5.5 Tender Document Fee

A Document fee of Rs 500/- has to be enclosed by way of demand draft in favour of the Drawing and Disbursing Officer, Elections Department Payable at Puducherry along with the technical bid of the tender document.
6. General Terms and Conditions

6.1 Details to be furnished

1. All particulars must be furnished as sought for in the prescribed Technical and Price Bid.

2. Rate should be clearly mentioned in both figures and words. In case of discrepancy between words & figures, lower of the two shall apply.

3. Bidder shall sign on all pages of the Bid documents. Any scoring off or overwriting should be attested by the bidder.

6.2 The Tender Accepting Authority reserves the right

1. to reject any or all of the tenders without assigning any reason thereof.

2. to revise or amend specifications

3. to relax, waive or modify any of the conditions stipulated in the specifications wherever deemed necessary.

4. Any such change shall be made before the last date and time of submission of tender and shall be uploaded in the Department’s website.
6.3 Opening of tender

1. The CEO, or any other Officer authorized by him will open the tender in the presence of bidders or their authorized representatives who choose to be present.

2. The technical bid will be evaluated and list of technically qualified bidders will be prepared by the Tender Evaluation Committee.

3. The technically qualified bidders alone will be informed of the date, time & venue of opening of price bids. The price bids of technically qualified bidders alone will be opened at the appropriate time in presence of bidder or their authorized representative who choose to be present.

4. The decision of the Tender Accepting Authority will be final.

6.4 Acceptance/Withdrawal

1. The price bid would be evaluated by the Technical Evaluation Committee and submitted to the Tender Accepting Authority for orders.

2. For purpose of evaluation the following formula would be used to determine the value of tender, \( V = R_1 + R_2 \): where \( R_1 \) and \( R_2 \) are the price bids quoted in Para 9.2 of the Price bid document, the bidder with the lowest value of \( V \) would be deemed to be the lowest tenderer.

3. The final acceptance shall vest entirely with the Tender Accepting Authority, i.e., Chief Electoral Officer, Puducherry, who reserves the right to accept or reject any tender without assigning any reason whatsoever. There shall be no obligation on the part of the Department to communicate with the rejected bidders.
4. After acceptance of the tender, the bidder shall have no right to withdraw the tender or claim higher price.

5. Bids submitted with incomplete information are liable for rejection.

6. For each category of the eligibility criteria, documentary evidence is to be submitted and enclosed with the technical bid. If documentary proof is not enclosed for any or all of the criteria, the bid is liable for rejection.

7. If any information submitted by the bidder is found to be false/fictitious, the bid shall be rejected.

8. The rate quoted by the bidder must be comprehensive including all the components in the tender.

9. The Tender Accepting Authority reserves the right to negotiate for further reduction of rates with the lowest bidder.

10. It is clarified that the value \( V \) calculated in Para 6.5(2) above is only a notional value and not the entitlement of payment to the vendor. The vendor shall be paid strictly on the basis of the rates agreed to and the number of polling stations where webcasting has been carried out successfully

### 6.5 Validity of tender

The tender shall be valid for a period of 90 days from the date of opening.
6.6 Forfeiture of EMD

Furnishing false information may result in forfeiture of EMD in full or part at the discretion of the Department in addition to rejection of the tender.

6.7 Security Deposit

1. The successful bidder shall be required to remit Security Deposit equal to 2% of the total accepted tender value within seven days from date of intimation of acceptance of bid, in the form of Demand Draft or Bankers Cheque, after adjusting the EMD amount already received.

2. If the successful bidder fails to remit the security deposit, the EMD remitted by him shall be forfeited by the Department.

3. The security deposit will be returned to him at the end of the contract period.

4. The security deposit will not bear any interest.

6.8 Forfeiture of Security Deposit

If the successful bidder fails to sign the contract or after signing the contract fails to perform any of the contractual obligations, the security deposit will be forfeited by the Department.

6.9 Agreement

1. The successful bidder shall execute an agreement for the fulfillment of the contract on non-judicial stamp paper of Rs.20/- in the format enclosed with such modification as may be required by the Department at the time of execution, within seven days of acceptance of the tender.
2. The incidental expenses of execution of agreement shall be borne by the successful bidder.

3. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the department for recovery of any consequential losses from the bidder.

6.10 Termination for non-fulfillment of Contract

If the specified work is not completed within the stipulated period as prescribed, the Contract will be terminated at the risk and cost of the successful bidder and the security deposit will be forfeited.
7. Form of Contract

This Contract entered into this _____ day of _____ 2014 at Puducherry between The Chief Electoral Officer, Puducherry, being the service recipient hereinafter referred to as the Department, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s.__________________ hereinafter referred to as the ‘Vendor’ (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 invited a tender for procurement of software and provision of bandwidth for video servers, for video recording of poll proceedings and real-time transmission of the same, the Vendor herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas the Department and the Vendor, in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period of three months from the date of signing of this Contract. The Department may terminate this contract at the risk and cost of the Vendor where the Vendor is in material breach of the terms and conditions of this contract and fails to remedy that breach on 5 days’ written notice from the Department. Termination of this contract by the Department will not relieve the Vendor of his liability as agreed.

2. The Vendor agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Vendor and the Department. This cost is firm and not subject to enhancement.

3. The Vendor agrees to supply software which meets the conditions and specifications as indicated in Para 3.1 of the Tender Document.
4. The Vendor agrees to provide the requisite number of video servers exclusively for UT of Puducherry and the connectivity bandwidth required for these video servers for real-time transmission of video data from polling stations to the CEO's control room.

5. The Department agrees to provide hardware and manpower as indicated in para 3.2 of the Tender Document.

6. The Vendor agrees that in the event of breach of any of the conditions by the vendor during the contract period the Department reserves the right to recover costs/liabilities arising due to such breach apart from termination of the contract and forfeiture of security deposit by the Department.

7. The Vendor agrees to remit a security deposit equal to 2% of the contract value. The security deposit shall be returned to the vendor at the end of the contract period, and it shall not bear any interest.

8. The vendor agrees that the Department has the power to amend or annul any condition of this agreement if it is against the interest of the Department or likely to cause pecuniary loss to the Department.

9. The vendor agrees that if the work is not effected as per specifications the Department shall have the full authority to terminate the contract at the risk and cost of the vendor, forfeit the security deposit and take any other action as deemed fit under the circumstances.

10. All Terms and Conditions specified in the tender document shall form part of this Contract.

11. The job may be terminated by the Department due to Force Majeure, Some of the causes of Force Majeure are non holding of polls in selected booths or decision of the Election Commission of India not to have live recording.

For and on behalf of

The Department  The Vendor
8. Technical Bid

Tender No. E152/2014 Dated 31.01.2014 of the Elections Department, Puducherry

8.1 Bidder’s Details

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1</td>
<td>Name of Organisation</td>
</tr>
</tbody>
</table>
| 2 | Nature of Organisation  
   | (Proprietorship/Partnership/Company) |
| 3 | Name of Authorised Person |
| 4 | Office Address |
| 5 | Phone No. |
| 6 | Mobile No. |
| 7 | Fax No. |
| 8 | e-mail address |
| 9 | PAN No. |
| 10 | VAT Regn. No. |
| 11 | Service Tax Regn. No. |

8.2 Bankers Details – Name & Address of Bank Branch
   a. 
   b. 

8.3 Financial Details
   a. Previous Year Audited Balance Sheet
   b. IT Return
   c. Valid VAT Registration Certificate
8.4 Experience in Software Development
   a. 2010-11
   b. 2011-12
   c. 2012-13

8.5 Experience in video recording & real-time data transmission during General / Assembly Elections – Specify no. of polling stations and no. of Assembly Constituencies/Segments
   a.
   b.
   c.

8.6 Declaration
   I/We agree to the terms & conditions specified in the Tender Document.
   I/We declare that the information furnished is true to the best of my/our knowledge. If any information is found to be false, I/We agree to rejection of the bid.

No. Of Corrections

Signature of Bidder

Office Seal
9. Price Bid
Tender No. E152/2014 Dated 31.01.2014 of the Elections Department,
Puducherry

9.1 Bidder’s Details
   a. Name of Organisation
   b. Address
   c. Phone No.

9.2 Bid Price
   a. Rate per Polling Station for video recording alone. This rate shall be called R1.
   b. Rate per Polling Station for transmission of video data from polling station to Control Room in CEO and other Offices as authorized by the CEO. This rate shall be called R2.

9.3 Declaration
The bid shall remain valid for 90 days from date of opening of bid.
I/We agree to the terms & conditions specified in the Tender Document.
I/We declare that the information furnished is true to the best of my/our knowledge. If any information is found to be false, I/We agree to rejection of the bid.

No. Of Corrections

Signature of Bidder
Office Seal