OFFICE OF: CHIEF ELECTORAL OFFICER UTTARAKHAND

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No:- 2036 /XXV - 34 /2026 Dehradun, Dated: 11 November, 2026

National Invitation of Bid

For the purpose of conducting the upcoming Assembly General Elections-2027, and in compliance with the Election Commission of India's letters No. 464/INST/2022/ECS dated 19th June 2023 and letter No. 464/INST/2022/ECS dated 16th June 2025 as well as other relevant instructions issued from time to time by the ECI, the State of Uttarakhand invites unconditional online e-tenders from interested bidders. This invitation is issued in accordance with the provisions of the Uttarakhand Procurement Rules, 2025 (as amended from time to time) to ensure a free, fair, and transparent electoral process. The scope of work includes audio/video recording and web streaming through IP-based webcams at all polling stations across the state on the day of polling, as well as audio/video recording and web streaming through IP-based PTZ webcams on all FST and SST vehicles, and at all state check-posts / Nakas etc., and also for GPS/ GPRS tracking of vehicles **(as per scope of work)**. Bids must be submitted online through the Uttarakhand e-Procurement website in accordance with the schedule provided below. This tender process aims to select a vendor (service provider) for the services specified in this document.

The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website ***https:// uktenders.gov.in and Website, of Office of*** Chief Electoral officer, Uttarakhand ***https://ceo.uk.gov.in***.

Schedule of Tender: -

SL. No.	Stage of Procurement	Date and Time
1.	**Date of publication** of e-tender on Uttarakhand state e-tender website **https://uktenders.gov.in/** along with CEO website **https://ceo.uk.gov.in/**	11.11.2026 By 1500 Hrs.
2.	**Date and time of downloading** tender document from above website.	11.11.2026 At 1530 Hrs.
3.	**Date and time of submission of suggestions** regarding the tender are sent to the designated e-mail ID as above, before the pre-bid meeting specifically. During the pre-bid meeting, only those points will be considered for which suggestions have been submitted by the stipulated date and time by interested bidders(s)	15.11.2026 By 1700 Hrs.
4.	**Pre-Bid Meeting Date and Time** • Pre-Bid Meeting, through virtual mode only Link- **https://meet.google.com/iud-kqqt-hei**	16.11.2026 At 1100 Hrs.
5.	After pre-bid meeting, **bid submission start date** on https://uktenders.gov.in/	18.11.2026 At 1400 Hrs.
6.	**Last date and time of submission** of bid on **https://uktenders.gov.in/** as per the tender document.	04.12.2026 By 1400 Hrs.

7.	**Last date and time for the physical submission** of the **'Technical Bid'** at the CEO's office, in a sealed envelope clearly marked **"Technical Bid for Web Streaming Services and for GPS/GPRS tracking for the upcoming Assembly General Election-2027 to the Uttarakhand."** • The envelope must contain the following documents: I. The prescribed financial instrument for the tender fee (in original). II. The prescribed financial instrument related to the bid security EMD (in original). III. An affidavit on a non-judicial stamp paper of INR 100.00 the prescribed value attested by a notary public confirming, among other things, that the bidder has not been blacklisted (in original). IV. Power of Attorney for signing bid (Original in prescribed format and non-judicial stamp paper INR 100.00) V. Non-Disclosure-Agreement (Original in prescribed format and non-judicial stamp paper INR 500.00) VI. Integrity Pact (Original in prescribed format and non-judicial stamp paper INR 500.00)	04.12.2026 By 1400 Hrs.
8.	**Date of technical bid opening** by tender committee	04.12.2026 At 1600 Hrs.
9.	After technical evaluation of bid, **date of financial bid opening** by tender committee.	In due course, following the approval of the Chief Electoral Officer Uttarakhand.
10.	**<u>Bidders, please note: -</u>** • Apart from the above six documents specified in point no. 7 of the tender schedule, no other physical documents will be accepted or considered as part of the technical bid. All required documents must be duly submitted by uploading them exclusively through the online e-tendering portal. • It is mandatory to upload the certified copy of tender fee, EMD, and affidavit confirming that the bidder has not been blacklisted along with another required document of the bid. • The bidder should not have any ongoing legal dispute with any government department / office (Central/State Government/PSU) in relation to any tenders or similar matters in any court of law or tribunal. • Documents must be uploaded strictly in accordance with the provided checklist; please do not upload any unnecessary or unsolicited documents. • Only documents in Hindi or English will be accepted. If any document is in another language, it is the bidder's responsibility to provide a certified translation into Hindi or English. The bidder shall be held liable for any discrepancies or errors in such translations. • Bidders may be present, or may authorize a representative to be present, when the Tender Committee opens the technical and financial bids. In the event that no bidder or their authorized representative is present at the time of opening, the Tender Committee shall proceed to open the technical and financial bids according to the scheduled timeline, without any delay.	

SECTION-I
BID DATA SHEET (BDS)

1.	Reference No of Bids	No. /XXV - 34 / 2026, November, 2026
2.	Name of Tender	**Tender for Providing Services of Web Casting (Audio, Video, Record, Viewing and Other Services) and GPS/GPRS tracking During upcoming Assembly General Election- 2027, as pe scope of work across the State of Uttarakhand.**
3.	Name & Address of officer as the Tender Inviting Authority (TIA) and for clarification purposes	Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat ,Subash Road, Dehradun-248001 Uttarakhand
4.	Name of Nodal Officer	Mr. Mastu Das
4.1	Designation	Asst. Chief Electoral Officer Uttarakhand
4.2	Contact No.	0135-2713551 & 2713552
4.3	E- Mail Id.	election09@gmail.com
4.4	Placing Work Order	Office of Chief Electoral Officer, Uttarakhand
5.	Payment authority Office	Chief Electoral Officer, Uttarakhand
6.	FOR Destination	As per scope of work.
7.	Joint Venture /Consortium	Not Allowed
8.	Bid Procedure	Single Stage Two Envelopes Bidding (Two Parts) National Open Competitive Bid procedure.
9.	Websites for downloading Bidding Document,	Websites: **https://uktenders.gov.in/** And **https://ceo.uk.gov.in/**
10.	Bid Fee	INR 10,000.00 (Ten Thousand) inclusive of all taxes payable either through Banker's Cheque or Bank Draft from a Scheduled Commercial Bank in favor of '***Chief Electoral Officer , Uttarakhand' payable at Dehradun***
11.	Bid Security* and Mode of Payment	**Rs. 60.00 Lakh (Rupees Sixty Lakh Only)** ***Demand Draft / FDR / TDR in favor of Chief Electoral Officer, Uttarakhand payable at Dehradun by Scheduled Commercial Bank through either of the financial instrument*** ***Note – Bid Security amount as per mentioned in this document along with single covering letter mentioning Bid details with original copy of FDR/TDR/DD in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address***

		mentioned in this document.to be submitted before the last date and time of bid submission on E Procurements Portal shall be submitted with a validity of 60 days beyond the original or extended validity period of bid
12.	Place of Submission of original documents (Technical bid)	Office of Chief Electoral Officer, Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun-248001 Uttarakhand
13.	Documents to be submitted along with bid	1. Letter of Bid- Form No BD-I 2. Bidder Information Form – BD-II 3. Bidders Performance Statement – Form No BD(PS)- III 4. Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV 5 . Detail of Technical Infrastructure of a Agency / Firms to demonstrate the Webcasting and GPS/GPRS tracking capacity of the Firm Form BD (TI) – V & V (A) 6. Financial Strength of Bidder – Form -BD (FS)- VI 7 Power of Attorney for signing Bid- Form BD(PA)-VII 8 Affidavit Undertaking by Bidder -Form -BD (AU)- VIII 9. Certificate for Confirmation / Non Deviation- Form BD (UA)-IX 10. financial bid cover letter in Form No BD (FS)-X 11.Non-Disclosure-Agreement BD (NDA) -XI 12.Integrity Pact BD (IP) -XII 13, Prescribed Tender Fee 14, Bid security (FDR/TDR/DD) 15 Other Documents such as PAN Card, GSTN certificate, balance sheet, ITR Return etc. 16 Documents relating to Experience in Webcasting Services and GPS/GPRS tracking. The documents on Sr No 7,8,12 shall be on non-judicial stamp Paper each duly notarized and the scanned copy to be uploaded on e-procurement portal Sr no 7, 8,11,12,13, & 14 are to be submitted in Original in a sealed envelope before the last date of bid submission, failing which the bid shall be considered substantially unresponsive and shall be summarily rejected
14.	Bid evaluation criteria.	Selection of bidder whose rates are financially lowest after technically qualified. Bid Evaluation Committee shall prepare a list of technically qualified bidders after approval of competent authority. Date and Time of opening of Financial Bid shall be communicated to technically qualified bidders.
15.	Bid Validity	180 Days from last date of submission
16.	Language of Bid	English

17.	Alternative Bid	Not Allowed.
18.	**Performance Security**	Performance Security will be **10 percent** of Contract Price • *FDR/TDR from Scheduled Commercial Bank* ***or*** • *National Saving Certificates* *Performance Security shall be provided by the successful bidder within Stipulated date and time as mentioned in the letter to award issued by the office of CEO Uttarakhand for signing of Contract and to deposit Performance Security during this time period* The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder. **The bid security of other technically qualified bidders will be returned immediately after the L-1 rates have been approved by the competent authority. The bid security of technically disqualified bidders will be returned immediately after the technical evaluation.**
19.	Contract Period	Contract Period shall commence from date of issuance of Work Order till successful operation and maintenance services after successfully commissioning of the project (one time job) as per the bidding document, The contract period shall be for Six months and extendable up 1 year with mutual understanding of successful bidder and TIA.

2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all the Bids without giving reasons thereof.

3) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful selected bidders.

4) In case any bidder fails to physically submit the Tender Fee and Bid Security along with duly notarized INR 100 Non Judicial Stamp Paper affidavit of certificate of Non-black listing and Non Insolvent and no on going dispute in any court of law, as well Power of attorney duly notarized INR 100 Non Judicial Stamp Paper on or before the prescribed last date/time its bid shall not be accepted. The Bidding document fee and Bid Security should be drawn in favor of "Chief Electoral Officer, Uttarakhand " payable at " Dehradun " from any Scheduled Commercial Bank.

5) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic bidding document.

6) The Office of CEO will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th-hour issues like slow internet speed, choking of the website due to heavy load or any other unforeseen problems.

7) Procurement Entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.

8). Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the provisions of Rules there to including amendment (s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

2/02/19

Section-II
Invitation for Bids (IFB)

1. On line Bids are invited by Office of the Chief Electoral Officer, Uttarakhand in two bids manner Eligibility-cum-Technical bid and Financial bid from well-established and reputed organizations/ agencies/ suppliers who fulfill the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Recording and Web Streaming of Video and Audio for Providing Services Of Web Casting (Audio, Video, Record, Viewing And Other Services) and GPS/GPRS tracking **as per scope of work.**
2. Bidder should submit the proposal online on (E-procurement portal of government of Uttarakhand).
3. An original copy of EMD with covering letter, DD for bid document fees and necessary documents as mentioned in this tender document in sealed envelope to the office of CEO, Uttarakhand as per schedule date. Further, it is clarified that only online submitted documents would be liable to be accepted.
4. The bidder will be selected and circulated to all respective offices of District Election Officers/DMs) by the office of CEO Uttarakhand . Payments for services such as web streaming, audio / video recording, and GPS/GPRS tracking etc. carried out satisfactorily in accordance with the terms and conditions stipulated in the tender/contract will be processed by the Office of the CEO, based solely on a certificate of satisfactory completion issued by the District Magistrate/District Election Officer in the prescribed format.
5. In case selected agency is not fulfilling the work as envisaged, District Election Officer shall immediately communicate to Office of Chief Electoral officer Uttarakhand. The Chief Electoral Officer Uttarakhand may cancel the work and award to another subsequent bidder upon matching the L1 rate be given **to** CEO, Uttarakhand.
6. Further, since the actual orders for Webcasting and GPS/GPRS tracking will be put up by the DEOs or as decided by Chief Electoral Officer Uttarakhand
7. The scope of work indicated in the tender document may be subject to some reduction or increase, following an assessment of ground-level realities at the district level and the availability of other alternative measures.
8. An Earnest Money Deposit (E.M.D.)

- **Rs. 60.00 Lakh (Rupees Sixty Lakh Only)**

Mode of Payment: Demand Draft / FDR / TDR in favor of Chief Electoral Officer, Uttarakhand payable at Dehradun

Note – EMD will be paid in the form of Demand Draft / FDR / TDR of amount as per mentioned in this document along with single covering letter mentioning EMD details with original copy of DD/FDR/TDR in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document.

4. Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.

5. The eligibility-cum-Technical Bid will be opened as per schedule. The qualifying bids of the technical evaluation process shall only be considered for further evaluation of Financial Bid. For opening the financial bid the technically qualified bidders will be intimated about the date and time by publishing on the e-procurement website.

5. No contractual obligation whatsoever shall arise from the Tender Document/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.

6. The Office of the Chief Electoral Officer may, at its discretion, extend the date for submission of Bids. In such cases all rights and obligations of the Office of the Chief Electoral Officer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on official website CEO, Uttarakhand and at E-Procurement Portal.

7. The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

8.It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

9. The Bidder shall be fully and completely responsible to CEO, Uttarakhand for all the deliveries and deliverables.

10, Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.

11. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

12. 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.

SECTION-III

DETAIL FOR COMPLETE BID PROCESS

Selection of vendor is a two-stage bidding process where in eligible bidders shall submit their technical bids and financial bids separately.

a. Eligibility-cum-Technical bids will be evaluated for all the bidders.

b. financial bids will be opened only for those bidders who are found eligible and technically qualified through electronic tender in e-procurement portal only.

c. financial bids for the ineligible and/or technically disqualified bidders will not be opened.

1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the website of Chief Electoral Officer, Uttarakhand, and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the tender fee while submitting the Bid to the procuring entity before the last date of submission.

b) The bidding documents price shall be paid through Bank Demand Draft / banker's cheque, in favor of Chief Electoral Officer Uttarakhand from any schedule bank, payable at Dehradun. The Financial Instrument should be submitted at Tender Inviting Authority (TIA) office in original as per schedule.

c) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

2) **Pre-bid Meeting/ Clarifications**

a) Any prospective bidder may, in writing, seek clarifications from the PE. Office of Chief Electoral Officer, Uttarakhand in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the TIA as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites and E-Procurement Portal

c) The minutes and response, if any, shall be provided promptly uploaded on the website of CEO Uttarakhand and E-Procurement Portal to enable those bidders to take minutes into account in preparing their bids.

3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the TIA may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, a clarification or modification is issued to the bidding document, the TIA may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

c) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the TIA , in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

d) A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

a) Bidders must submit their bids online at e- Procurement portal i.e. http://uktenders.gov.in

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single Stage Two part/ cover system shall be followed for the Bid: -

I. Technical Bid, including fee details, eligibility & Technical Experience
II. Financial Bid

Sr No	Type of Document	Document Format
	Mandatory Fee Documents	
1	Tender Fee, Bid Security Deposit,	a) Tender Fee either through DD/ Banker's Cheque. b) Bid Security Demand Draft/TDR /FDR

	The responding firm / agency: a) Should have made a payment of Rs. **10,000 /-** for the Tender Fee b) Should have submitted a Bid Security as mentioned in the NIB	Scanned Copy of both the Tender Fee and Bid Security scanned copy in PDF format to be uploaded on the E-Procurement Portal **<u>The Original financial instrument is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</u>**
B	Eligibility Document	
2	Bidder's Authorization Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Form *BD (PA))-VII* Power of Attorney along with Certificate/ Resolution/ to be, scanned and same to be uploaded on E- Procurement Portal in Pdf. Format ***The Original instrument is to be submitted at the office of CEO Uttarakhand on and before the last date of bid submission in a sealed envelope***
3	Declaration by bidders for Non-Blacklisting / Debarment or Insolvency and regarding no dispute in any court of law.	AS per Form no VIII Affidavit Undertaking by Bidder - Scanned copy of the Declaration same to be uploaded on E- Procurement Portal in Pdf. Format Affidavit to be signed on a Non Judicial Stamp Paper of INR 100 duly notarized **The Original declaration on the Stamp Paper is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope**
4	Declaration by bidder on Technical Capacity of Agency in terms capacity of Webcasting and GPS/ GPRS tracking.	Detail of Technical Infrastructure of a Web Casting and GPS/GPRS tracking to demonstrate the Capacity of the Firm Form BD (TI)- V & V (A)
5	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF) • Letter of Bid- Form No BD-I • Bidder Information Form – BD-II • Bidders Performance Statement – Form No BD(PS)-III • Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV • Financial Strength of Bidder – Form -BD (FS)- VI • Form-BD (UA) – IX Certificate of Conformity and Non-Deviation
6	Documents of Entity	Certificate of incorporation and Registration Certificate or Partnership Deed in case of firm or Self certificate in case of Sole Proprietor
7		Valid PAN and GSTIN
		Annual turnover statement for 3 years **(FY 2023-2024, 2024-2025 and 2025-2026)** should be furnished in the

	Documents for Financial Strength of entity along with GST and PAN no copies	format given in Annexure VI duly certified by the Chartered Accountant with duly generated UDIN with the audited annual financial Statement or Income Tax Return (UDIN generation date should be after issuance of date of Tender)
		Income tax returns for last Three Years.
		Positive net worth certificate issued by CA in Annexure VI duly certified by the Charted Accountant with duly generated UDIN
		GST return copy of last FY.
8	Experience and Completion Certificate	Copy of work order & complete client execution certificates of the order for live streaming and GPS/GPRS tracking from multiple locations in India, in any Government Departments, PSUs, Autonomous Bodies Local Bodies Universities, Deemed universities /Reputed Private universities I (Government means Center or State Governments) during the last 03 financial years from the concerned client.
		Work completion Certificate
9	Self-Certification for Human Resource and Technical Inventory	Self-declaration on the company letter head along with details of Personnel in respect of current year to be provided
The bidder should enclose the tender, duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the firm / company should sign the tender documents. Copy of this tender documents should be signed on all the pages.		

Financial Bid Detail

Sr No	Type of Document	Document Format
1	Covering letter of Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure- Form-BD (FB) X (PDF)
2	Financial Bid	As per BoQ format available on e-Procurement portal only

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/ Multiple Bids:

Alternative/ Multiple Bids shall not be considered at all.

8) Bid Security:

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

b) A Bid security instrument shall necessarily accompany the technical bid.

c) Bid security of a bidder lying with the TIA in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re- invited.

d) The bid security may be given in the form of a Demand Draft / FDR/TDR from Scheduled Commercial Bank) or The bid security must remain valid 60 days beyond the original or extended validity period of the bid.

e) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security

f) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

I. when the bidder withdraws or modifies its bid after opening of bids;
II. when the bidder does not execute the agreement, if any, after placement of letter of contract.
III. when the bidder fails to commence the supply of goods or services or execute work as per supply/ work order within the time specified.
IV. when the bidder does not deposit the performance security within specified period after the LoI is placed; and
V. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
VI. If the bidder fails to submit requisite Performance Security Deposit (PSD) or sign the "Agreement for contract" within the period as specified in the "Letter of Intent"

h) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.

i) No interest shall be payable on the bid security (EMD).

j) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.

k) The TIA shall promptly return the bid security after the earliest of the following events, namely: -

I. the expiry of validity of bid security;
II. the execution of agreement for contract and security deposit is furnished by the Successful Bidder;
III. the cancellation of the procurement process; or
IV. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

I) a. Every tenderer / bidder, participating in the bid must furnish the earnest money deposit as specified in the Notice Inviting Tender (NIT). Exemption and relaxation from EMD will be applicable according to Uttarakhand procurement rule-2025 or as amended time to time.

b. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the of the EMD.

c. The amount of EMD shall be submitted by the bidder who is applying for the tender. EMD in the name of any other firm/ person other than the bidder who is applying for the tender. shall not be accepted.

Note – EMD will be paid in the form of demand draft/FDR/TDR of amount as per mentioned in this document along with single covering letter mentioning EMD details with original copy in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document

9) Deadline for the submission of Bids

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the TIA . In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on. It would be ensured CEO Uttarakhand website and E-Procurement Portal that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. TIA shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bid

a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted before the deadline prescribed for submission of bids will be as per the terms and procedure of e-procurement portal

b) Bids withdrawn shall not be opened and processes further.

11) Opening of Bids-

a) The Bids shall be opened by the tender evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to

the list. The list shall be signed by the members of Bid evaluation committee with date and time of opening of the Bids.

d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the documents , tender fee and Bid Security in original before the last date and time of bid submission_

e) The committee may conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

I. bid is accompanied by Tender fee, bid security
II. bid is valid for the period, specified in the bidding document;
III. bid is unconditional and the bidder has agreed to give the required performance security; and
IV. other conditions, as specified in the bidding document are fulfilled.

e) any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the with the original Financial instrument of the required price of Tender Fee ,and bid security along with affidavit and Power of attorney .

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method:

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

13) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14) Evaluation of Bids

i. The tendering authority/ committee shall evaluate each bid that has been determined, up to the stage of the evaluation, to be responsive. '

ii. To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in this bidding document.

iii. To evaluate a bid, the tendering authority shall consider the following if any

- The bid price as quoted in accordance with bidding document.
- Price adjustment for correction of arithmetic errors in accordance with bidding document.
- Price adjustment due to discounts offered in accordance with bidding document;

15) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

i. "**deviation**" is a departure from the requirements specified in the bidding document;

ii. "**reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. "**Omission**" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall: -

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;

or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

c. . The TIA shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

d) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, any

other Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above

16. Evaluation of Technical Bids

a.. The initial eligibility-cum-technical evaluation shall be completed by the Tendering Authority / designated Tender Committee as early as possible after opening of technical bids.

b. The Tendering Authority / designated Tender Committee will evaluate the Technical bids of the tenderers/Bidders as per the criteria & requirements specified in this document

c. A detailed evaluation of the bids shall be carried out in order to determine whether the tenderers/bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document

d. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.

e. After approval of the technical evaluation by tendering authority, the bids of the firms which qualified in the technical evaluation shall be intimated. The commercial bids in respect of the bidders qualifying the technical bids only will be opened as notified this scheduled date and/or time.

f. The firms which could not qualify in technical evaluation will be informed about this fact. Their EMD will be refunded after completion of the bid process i.e. award of the contract to the best/ successful tenderers/bidders.

17. Evaluation of Financial Bids

a.The financial bids of tenderers/bidders who qualified in technical evaluation shall be opened as notified at the notified time and date specified by the Tendering Authority / designated Tender Evaluation Committee.

b. Conditional bids are liable to be rejected. However, the financial implication of conditions may be worked out and added to the quoted price.

c. The bidder offering the lowest evaluated total price (excluding GST) in the Bill of Quantities (BoQ) shall be designated as the Lowest Evaluated Responsive Bidder (L1) and shall ordinarily be invited to enter into a contract with the Chief Electoral Officer (CEO), Uttarakhand for the work of "Live Web Streaming and GPS/GPRS

tracking services for General Election to Uttarakhand" at the L1 rate, subject to the terms and conditions of the tender document.

18. Correction of Errors

a. Price Bids determined to be substantially responsive will be checked by the Tender Evaluation Committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence.

b. Arithmetic errors will be rectified on the following basis.

- If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of various costs, the sum the various costs shall prevail, and the total bid amount will be corrected.

c. The amount stated in the Form of Commercial Bid will be adjusted by the designated Tender Evaluation Committee in accordance with the above-mentioned point for the correction of errors and shall be considered as binding upon the bidder.

d. If the bidder does not accept the corrected amount of bid, the bid will be rejected, and the EMD shall be forfeited.

19.Tendering authority's (TIA) Right to Accept/ Reject any or all the Bids:

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

20.Selection of Bidder :

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

b. The price quoted by the Bidder shall include cost and expenses on all counts viz. Internet connectivity, Television, Web Camera necessary software, servers, cost of equipment, materials, tools/ techniques/ methodologies, technical manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply, commissioning and delivery of service

c. The Bidder shall indicate the price it proposes to provide under the contract only in the prescribed format. Prices should be shown separately showing the taxes as detailed in

the Tender Document. The price components furnished by the bidder in accordance with format provided in this bid document will be solely for the purpose of facilitating the comparison of bids by Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. Prices per unit excluding GST will be taken as quoted price for comparing lowest prices.

d. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification, if required

e. .The Contract price would be inclusive of all applicable taxes, duties, charges, and levies, unless specified otherwise. If there would be any increase in the taxes, levies, duties, fee, and other charges during tenure of the contract, the financial burden of the same shall be borne by the bidder.

f. The bid evaluation committee shall prepare a comparative statement in tabular form in for each item /unit separately accordance with rules along with its report on evaluation of financial Bids and recommend a list of bidders that have the lowest offer for acceptance to the procuring entity.

g. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.

h. . It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

i. In case **more** bidders have quoted same price L1, in this scenario the criteria to recommend the successful bidder the basis of average turnover for the last three financial year (FY-2023-24, 2024-25 & 2025-26) shall be considered. The firm with higher average turnover will be recommended to be awarded contract for particular, where L1 prices of two or more bidders are same.

21 . AWARD OF CONTRACTS: Award Criteria:

a. The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation. The L1 bidder will be eligible for placement of work Orders for the item. Issue of notification of award:

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The purchaser will notify the successful bidder in by publishing in the website, to be subsequently confirmed in writing by registered letter, that its bid has been accepted The bidder shall within 03 days of issue of the Notification of Award, given his acceptance along with agreement document & Performance Security. In case the

bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited.

b. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or email sent at email id abode as provided by the tenderer.

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

22 Performance Security

a. Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security should be an amount of 10 % of the value of Contract+ Value raised during the contract validity period.

b. Performance security may be furnished in form of FDR / TDR / National saving Certificate. The performance security amount may be adjusted against the EMD deposited by the successful bidder and thus they have to submit the balance amount in form as mentioned above.

c. Performance security is to be furnished within 07 days after notification of the award and it should remain valid for a period of 180 Days from date of contract signing. Purchaser will have right to extend it for further period.

d. In exceptional circumstances, the Tendering Authority may solicit the Tenderer's/ Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (letter).

e. Performance security shall be furnished in any one of the following forms: -

i. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Uttarakhand if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

ii. Fixed Deposit Receipt (FDR) / TDR of a scheduled commercial bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR/TDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR/TDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

iii. Performance security furnished in the form specified above shall remain valid for a period of 180 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

G) Forfeiture of Performance Security Deposit

Performance Security Deposit amount in full or part may be forfeited, including interest, if any, in the following cases:-

I. When any terms and condition of the contract is breached.
II. When the bidder fails to make complete supply satisfactorily.
III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document

e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

f) No interest shall be payable on the PSD.

23) Right to vary quantity

A) If the TIA does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation

24) Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

b) The successful bidder shall sign the procurement contract as per date and time stipulated by Tender Inviting Authority as mentioned which in the letter of acceptance or letter of intent is dispatched to the successful bidder.

c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding

document The TIA may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value of INR 100/-

25) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, TIA shall not disclose any information if such disclosure, in its opinion, is likely to: -

I. impede enforcement of any law;
II. affect the security or strategic interests of India;
III. affect the intellectual property rights or legitimate commercial interests of bidders;
IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The TIA shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.

c) The TIA may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the TIA , while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

26) Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the TIA from initiating a new procurement process for the same subject matter of procurement, if required.

b) A TIA may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

I. at any time prior to the acceptance of the successful bid; or

II. after the successful bid is accepted in accordance with (IV) and (V) below.

III. The TIA shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

IV. The decision of the TIA to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

V. If the bidder whose bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the TIA may cancel the procurement process or may take other appropriate actions.

27) Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

I. exclusion of the bidder from the procurement process;
II. calling-off of pre-contract and forfeiture or encashment of bid security;
III. forfeiture or encashment of any other security or bond relating to the procurement;
IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
V. cancellation of the relevant contract and recovery of compensation for loss incurred by the TIA;
VI. debarment of the bidder from participation in future procurements of the TIA

28) Interference with Procurement Process

A bidder who-:

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document

29) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988);

or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding five years commencing from the date on which he was debarred.

c) If a TIA finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding five years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a TIA in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding five years

30) Monitoring of Contract

a) An officer shall be nominated for Contract Monitoring by TIA to monitor the progress of the contract during its delivery period.

b) During the delivery period the nominated officer shall keep a watch on the progress of the contract and shall ensure that the Service Provider is ensured timely delivery period given, As it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity

Section-IV

QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER-

Eligibility Criteria & Mandatory Conditions

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

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

2. The technical criteria is laid below in table Point 4 of this section, the bidder failing in any one of the criteria as stated or specified or fails to upload the requisite documents as stated in the table, Bid shall be considered technically disqualified

3. Preference to bidders with MSME registration by Directorate Industry, Uttarakhand

In order to participate in this Bid, MSME registration is not mandatory, any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules. MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry ,Uttarakhand a per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 (Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD. Such firms can avail exemption benefits from Uttarakhand Procurement **Rules 2025** (as amended from time to time) as well as benefit of MSME may be availed. But such registered MSME firms have to technically qualify and submit such documents for technical evaluation, failing which the firm will be technically disqualified

4. The table below lays down the Technical Criteria and the necessary documents to substantiate that the bidder fulfils the criteria

QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER-

	Criteria	Documents to be Scanned and Uploaded
1. Bidder Entity	Bidder should be a Company registered in India under the Companies Act 1956/2013 /Partnership Firm/ Partnership LLP under Limited liability Partnership Act 2008 or Sole Proprietor. Bidder should have been in the Information Technology / ICT enabled services/ Telecommunication business /Video Recording Services/Internet Service Provider for at least last three years.	a) Copy of the Certificate of incorporation/ Partnership Deed should be submitted. b) Copy of the work order / Registration Certificate dated on or before 01.01.2025 obtained from the customer or agreement signed dated on or before 01.03.2026 with the customer for any IT Services should be submitted.
2. Bidders' financial turnover	• The bidder should have a minimum average annual turnover 75.00 CR. in three audited financial years (FY 2023-2024, 2024-2025 and 2025-2026); and • The bidder should have positive net worth of at least 20.00 Cr. in any one of the FY 2024-2025 or 2025-2026	**a)** Copies of the Audited balance sheet for the last 3 financial years should be submitted or in case of unaudited Certificate from CA firm along with three financial year IT Return **b)** Certificate from the Chartered Accountant for net worth should be enclosed in prescribed format.
3. Bidder Experience in Webcasting and GPS/ GPRS tracking.	Bidder must have all the following experiences in the field of webcasting and GPS/GPRS tracking:- 1. The bidder must have successfully executed during the last three years Projects of following Price (as on the date of bid submission), at least any one of the following: - I. One Project of 40.00 crore; or II. Two Project of 20.00 crore each; or III. Three Project of 14.00 crore each; Project comprising of carrying out multiple location live web streaming (Web based audio & video streaming multiple locations) and GPS/GPRS tracking for Govt. Department / PSUs / from Govt. agencies/Govt. Aided agencies, Universities /Autonomous Bodies. Governments / PSUs/ Universities/ Agencies/ Bodies include Center and State Governments, or any	Copy of the work order or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.

	General Election to Lok Sabha or any State Assembly in any state; 2. The bidder should have successfully executed a project during the last three (3) years in India, covering at least 30,000 cameras, during any single Lok Sabha or State Assembly general or by-election. 3. The bidder must have successfully executed live web streaming projects involving a cumulative minimum of 2,000 cameras deployed at Check Posts during any single Lok Sabha or State Assembly general or by-election within the last three (03) years. 4. The bidder must have successfully implemented projects involving a cumulative minimum of 2,000 Vehicle-Mounted PTZ Cameras, integrated with centralized monitoring software, during any single Lok Sabha or State Assembly general or by-election within the last three (03) years. 5. The bidder should have executed at least three full-scale state level orders, each with an order value of more than Rs 1.00 crore, for live web streaming of elections in India using IP-based Web camera systems with audio and video from multiple locations, on behalf of the Election Commission of India, during the last three years from the date of issue of the tender. 6.The bidder must have successfully executed GPS/GPRS tracking projects involving a cumulative minimum of 10,000 GPS/GPRS deployed during any single Lok Sabha or State Assembly general or by-election within the last three (03) years. Note - Experience of Joint Ventures or Local Body Election not allowed.	
4.Bidder Certificates	The Bidder must have the following 4 (four) valid Certificates: ISO 27001:2018 or later year, ISO 45001:2018 or later year,	Copies of valid certificates (Certifications should be prior to the tender published date)

	ISO 9001:2015 or later year and CMMI Level 3 (verifiable on CMMI website https://pars.cmmiinstitute.com)	
5. Bidder Human Resource Capacity	The Bidder should have sufficient skilled personnel of 100 Members having requisite document of PF or ESI etc.	The bidder shall furnish valid PF records for all 100 payroll personnel.
6. Bidder Technical Inventory Availability of IP Cameras and GPS Devices	Availability of IP Cameras and GPS/GPRS devices: The bidder must have Physical stock of IP Camera and GPS/GPRS devices of similar or better specification given in this technical specification as per ECI guidelines at the time of Bidding.	Self-Declaration
7. Application	The bidder must own and hold an STQC-certified Video Management System (VMS) under its own name.	Copy of the valid STQC certificate shall be submitted along with the bid
8. Exemption to MSME firms	Firms claiming benefit under Purchase Preference Policy for Small and Mini Industries - 2019 (Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) as MSME of Uttarakhand.	1. Exemption from Tender Fee and Bid Security , only when the firm is registered by Director Industry , Uttarakhand Only . 2.Copy or Acknowledgement of Udyog Aadhar Card
9. Certificate for Non-Black listing and other mandatory undertaking.	An Undertaking by authorized representative on INR 100 Non Judicial Stamp Papers on the date of Notice Inviting Tender/ Bid Submission. • not be blacklisted by Central or any State government or Public Sector Undertakings. • Not have any ongoing legal dispute with any government department / office (Central/State Government / PSU) in relation to any tenders or similar matters in any court of law or tribunal. • not be insolvent, bankrupt etc. • not have their directors, being convicted of any criminal offence • Not have any conflict of interest in the procurement comply with the code of integrity • Not have any affiliation with any Political Party.	Valid documentary proof of: - A signed copy by authorized representative with seal of the Undertaking on non judicial stamp paper of Rs. 100/- and duly notarized.

10. Clearance of taxes	The bidder should have been registered for Goods and Services Tax and also submit GST Annual Return (Form-9) for last financial years, and GSTR- 3b for the last six month	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST), and also submit GST Annual Return Form (Form-9) for the last financial years **(2025- 26)** and also submit GSTR- 3b for the last 6 months

SECTION-V
SCOPE OF WORK AND SCHEDULE OF REQUIREMENTS

PART- A (FOR WEB STREAMING/WEBCASTING.)

1.1 Districts, DEOs, ROs Details

A. For this RFP, the **Uttarakhand** State will be treated as a single unit. The information of districts is as below.

B.

District wise Polling Stations of Uttarakhand.			
Sl. No.	Name of District	No. of Acs	*Total Polling Stations
1.	Uttarkashi	03	558
2.	Chamoli	03	633
3.	Rudraprayag	02	364
4.	Tehri Garhwal	06	994
5.	Dehradun	10	2045
6.	Haridwar	11	1872
7.	Pauri Garhwal	06	1008
8.	Pithoragarh	04	651
9.	Bageshwar	02	405
10.	Almora	06	949
11.	Champawat	02	354
12.	Nainital	06	1068
13.	U.S. Nagar	09	1642
Total -		**70**	**12,543**

***The actual number of polling stations may decrease or increase.**

Sl. No.	Name of District	**Vehicle for FSTs	**Vehicle for SSTs	**Check posts and Nakas	**QRT Vehicle Approx	**Total
1.	Uttarkashi	27	27	27	18	99
2.	Chamoli	27	27	32	18	104
3.	Rudraprayag	18	18	8	12	56
4.	Tehri Garhwal	54	54	14	36	158
5.	Dehradun	90	90	73	60	313
6.	Haridwar	99	99	62	66	326
7.	Pauri Garhwal	54	54	35	36	179
8.	Pithoragarh	36	36	11	24	107
9.	Bageshwar	18	18	12	12	60
10.	Almora	54	54	17	36	161
11.	Champawat	18	18	18	12	66
12.	Nainital	54	54	120	36	264
13.	U.S. Nagar	81	81	74	54	290
Total		**630**	**630**	**503**	**420**	**2183**

****Actual number will be finalized at DEOs end on the final approval of ECI**

1.2 Detailed Scope of Work

A. Following is the scope of work to be performed by the selected Bidder:

The Successful Bidder has to undertake the live web streaming (both audio & video) during the General Election to Uttarakhand Legislative Assembly Election 2027, on a turnkey basis, with the installation of the necessary suitable, proven web- based web-streaming software along with the supply of other related items as per the detailed Scope of work.

1. Supply, installation, commissioning, and implementation of the web-based audio & video streaming software in the server set up in the secured cloud environment. CEO, Uttarakhand, shall not provide any hardware or software apart from the required space. The server setup should be in India.
2. Supply and installation of 02 unit IP-based web cameras (One inside the polling station and One Outside the polling station) & internet connectivity for use in the identified polling stations on the polling day along with suitable numbers of manpower, to operate them to web stream the live data.
3. Supply and installation of 55-inch LED TV as per specification for use in the office of the O/O District Election Officer concerned (One per assembly constituency in that district) along with at least one manpower for each Acs on the polling day to operate them to view the live data.
4. Supply and installation of 55-inch LED TV as per specification indicated in the office of the CEO (One per District) along with at least One manpower for each district use on the Polling day, to view the live data, and for the help-desk facility.
5. Supply and installation of Command Center as per specification indicated for use in the office of the DEO & Chief Electoral Officer at State headquarters on the polling day along with the specified manpower to operate them to view the live data.
6. The Video Streaming solution should be able to display multiple streams happening at the same time, in the polling stations, on TV (s) for viewing in the Offices of the Election Commission of India (ECI), Delhi, Chief Electoral Office (CEO), District Electoral Office (DEO).
7. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software as well as O/O CEO Uttarakhand
8. Establishment of the centralized Help desk at the DEOs & CEO, Uttarakhand, office with a minimum of 10 seats to manage and fix the complaints/issues coming up on the polling day.
9. The data should at no point be hosted outside India and the Bidder will not access the data unless authorized by the CEO/DEO.
10. The CEO/DEO will provide the complete list of identified polling stations and counting halls to the successful Bidder at the time of signing of the agreement.
11. The successful Bidder will have to provide battery backup for providing uninterrupted services of live webcasting and CCTV recording.
12. Supply and fitting of camera to be mounted on the vehicle in case of flying squad vehicles Naka/ SST/ Check Post vehicles/ QRT team vehicles etc.

    The camera mounted at vehicles in case of FST / Naka/ SST Check Post will have to be operational on the day of Announcement of Election of Uttarakhand, 2027. This may remain operative for 30 - 45 days.

B. On the Poll Day:

The overall number of locations with location type for the requirements of the camera, manpower, and screen **put together** is as below:

Particular	Location Type	Number of Polling Stations	Total No. of Camera@ 2 per polling Station	TV Screen
Summery	**Polling Stations**	**12,543**	**25,086**	**Nil**
	O/O DEOs	**0**	**0**	**70 (One for each AC)**
	O/O CEO	**0**	**0**	**13 (One for each District)**

Note: The actual requirement of requested Infrastructure & Manpower may vary from the stated requirements above.

1.2 Technical Specifications (please refer to the latest guidelines of ECI). Task 1: Hosting of the web-based streaming software:

The Bidder shall deploy suitably secure proven web-based software that can record both audio and video.

The key features of the software shall be:

1. Able to record video in H.265 compression or other equivalent open formats which can be read by a variety of open-source software solutions.
2. Able to record at least 4 kbps audio in good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. The camera should be wall-mounted (up to 7 feet in height) and fixed. It should be appropriately secured from physical damage.
4. The web camera should be placed to cover the maximum possible area in the polling station without hampering the secrecy of the vote. The light and glare should be minimal and should be capable of zooming in as per the requirements. It should clearly capture and transmit the following aspects of the poll proceedings:
    a. Process of identification of voter by the polling officer.
    b. Application of indelible ink on the finger of the voter.
    c. Initialization of control unit of EVM by presiding officer after satisfactory identification of a voter.
    d. Voter's visit to the voting compartment for casting a vote on the balloting unit of EVM, but without showing the cover face of the Ballot Unit/VVPAT so that voter's secrecy is preserved under all conditions and clear beep sound after pressing the button.
    e. Presence of polling agents to the possible extent.
    f. Sealing of EVM (BU/CU), VVPAT, and giving copies of form 17C to polling agents.
    g. Voters' queue and peripheral area of the polling station.
5. During recording the assembly constituency (AC No.) and polling station no. (PS No.) should be visible clearly in the camera view.
6. Further, it must be ensured that in the framework used for webcasting,

advertisement of any kind is not displayed.

7. Both audio and video should have the running time stamp. The timestamp should come from a secured location/source and should be approved by the Nodal Officer.
8. The recording should not require any specialized software for viewing and should be done using the standard browsers, which include the latest and up to four previous versions of the following - Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari.
9. The software shall provide video streaming URL with password protection to view district- wise, parliamentary constituency/assembly constituency-wise and polling station-wise videos that are streamed from the polling stations. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other offices as authorized by the CEO with user ID and password. The data streaming shall not be open for viewing by the public over the Internet, without the approval of the CEO.
10. The software shall include an option for
    a. Connectivity status of web camera/IP camera from the polling station whether the stream is online/offline.
    b. Option for auto rotation of videos within Assembly Constituency/District/State level based on the type of user connected and option selected.
    c. Option for an on-demand view of the polling station-wise video.
11. Upon browser-based video recording commencement, a generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet. (more details may be added as per the guidelines)
12. The software provided should have been developed by the Bidder and should not be free software or shareware available on the internet. During the recording, the user should be able to see the actual video that is being recorded.
13. The software should be able to offer graceful and smooth recording quality even in case there is a deterioration in the network speed. This should be automated without any user inputs to be required on this.
14. The software provided shall be able to perform queries of the video and audio content of the storage. The software shall be able to burn CDs/DVDs on Windows-based computers and be able to query the content available based on multiple parameters such as Date, Time, Location, etc.
15. The Video Streaming solution should be such that it supports rewinding with a playback option and the option to move to the current live status of recording.
16. 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 ECI, CEO, DEOs.
17. The software shall list all the polling stations/counting centers/check posts with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
18. The data should at no point be hosted outside India and the Bidder will not access the data unless authorized by the CEO/DEO.
19. The video recording of the live webcasting at the server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of device outside the CEO's office after giving a backup of all the videos to the CEO's

office. The Bidder shall add the digital video watermark in the background of the streaming videos.

20. Uploading of the videos shall be carried out using a webcam/HD camera and connectivity of either 5G/4G/3G/2G/broadband, WiMAX, DSPT, etc., based on local availability.
21. At the end of each event the web-streamed data along with required reports, shall be made available within 7 days to the client in an external Hard Disk/Storage Device for later retrieval and usage as necessary.
22. The client shall facilitate the Bidder in interaction with the telecom Bidders to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
23. The Bidder shall also ensure the safety of the equipment such as Laptops, Internet connectivity devices, high-end cameras, etc., installed by them at the respective places, till the events are over.
24. The Bidder shall also develop application software that monitors the data feed from each polling station on the polling day, based on the performance status of the data feed, and the live streaming at the offices of the DEO/CEO, will be arrived on the service levels provided, to levy penalties as indicated under penalty clause. This software should be vetted by the CEO, Uttarakhand, a week before its deployment.
25. The Bidder shall provide access to the dashboard view for more than one location, i.e., DEO, CEO, and ECI HQ which should reflect the point of failure, network status, recording status and downtime status. The network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

Task 2. Live Streaming and Recording of the Polling at Polling Stations, FSVs, SSTVs Check Posts and Other sensitive locations.

1. A pre-determined list of Polling Stations, FSVs, Check Posts and Other sensitive locations from where live web streaming will happen shall be shared with the Bidder.
2. Total Number of approximate Locations for Video & Audio & CCTV Recording: Polling Stations= 12,543 (2 at each Polling stations 1 inside/ 1 outside), FST= 630 vehicles, Naka/SST/Check Posts = 1133, QRT = 420.
3. The Bidder has to supply and install the IP-based web cameras, as per the minimum specifications in the identified polling stations. The web camera should have the facility for local recording, with a minimum of 3 Megapixel camera resolution. The camera should have night vision capability, a wide angle with 30/170-degree coverage. The camera should have the capability of 10x zooming. The camera should have a minimum illumination of .05 lux.
4. The camera should support 16-4096 kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported in 1920x1080.
5. The Bidder has to arrange suitable internet connectivity at all locations for the installation of cameras for the services rendered by them.
6. The Bidder has to post suitable manpower with proper training on the usage

of the web streaming software, using the camera, and internet connectivity on the day of polling and during trail runs.

7. The Bidder has to set up webcasting for each FST, check post and other sensitive locations for the number of days specified. The Bidder need not have to place manpower for full time at each polling station, FST, check post, and other sensitive locations, however, the Bidder should ensure that the streaming happens seamlessly across all the check posts and across all the locations.

8. The Bidder is required to have at least two trial runs of the process, to satisfy the client that their systems are in good working condition at least one - five days before and one two days before the poll & the counting day. The trial run for the FST, check posts, and other sensitive locations should commence two days before the dates & duration being circulated by the CEO, Uttarakhand /DEO.

9. In case of a Re-poll ordered at any number of polling stations under live web streaming, the web streaming of that re-poll should continue to be the responsibility of the Bidder. This will not entail additional financial commitments.

10. The Bidder shall also provide a facility in the offices of DEO & CEO to view the live feeds of the polling day activities smoothly by providing LED *TV* 55 inch.

11. The Bidder shall ensure that the live feeds are transmitted securely to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operation is on. The Bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO, Uttarakhand, to receive the same.

12. The recorded material shall be the exclusive property of the CEO, Uttarakhand, and neither the Bidder nor any other party will be entitled to utilize the same.

13. After the event is over on polling day, the supplied LED *TVs* and internet connectivity, have to be taken back and manpower has to be withdrawn by the Bidder.

14. The Bidder shall provide adequate compute performance on the servers and storage along with suitable high-speed internet/network bandwidth to accommodate the multiple video streaming.

15. The video and audio should be live-streamed to the control center via the server; the Bidder should deploy the resources on the days of polling in each control center.

16. The Bidder shall provide sufficient internet bandwidth for the live streaming of the poll day event.

17. In case of any disruption due to internet connectivity, the streaming data has to be stored in an external Hard Disk and the same shall be made available in DVD/ any other suitable media at the end of the day to the officials concerned.

18. Number of Days required for recording at each location: 1 day (24 hours or part thereof)., For FST, Check post and other sensitive locations: data to be submitted every 7 days until **the end of events.**

19. The installation and commissioning of equipment at each Polling Station shall

commence minimum seven (7) days before and end one (1) day before the day of first trial run.

20. The successful Bidder has to provide uninterrupted services for streaming and recording at the polling station.
21. The successful Bidder has to provide suitable manpower for live web streaming & CCTV recording for the complete duration of the poll event as specified by the CEO/DEO.
22. The BLOs shall specify the position of camera inside and outside polling booth where camera need to be installed keeping the secrecy of voting in concern.
23. The administration with assistance of personnel of Bidder shall inspect the equipment for physical damage and get it immediately replaced. It shall also ensure that equipment is delivered to its marked polling booth.
24. The Bidder will conduct training of its own personnel and BLOs about the process of installation and basic troubleshooting.
25. The Bidder will install the camera and hand over the streaming equipment to BLO at Polling Station.
26. The BLOs will inspect the installation of cameras of his/her polling booth and report any technical flaw to Technical Support Team of Bidder during the streaming process.
27. The bidder shall be required to deploy one person at each polling station, who will be responsible for installing and uninstalling cameras, as well as for their continuous monitoring and operation etc.
28. The Bidder shall conduct 2 trial runs (1st Trial Run - 5 days before occurrence of polling event & 2nd Trial Run - 2 days before occurrence of polling event) to ensure that all streaming equipment is in proper running condition, network feasibility, concurrent load sharing, power availability, camera positioning in polling booth with assistance from technical personnel of Bidder. The BLO will be available at the polling station during the trial run to assist the Bidder for trial run.
29. The cameras will remain installed in polling booth after the second trial run.
30. The BLOs shall ensure that there is no theft or damage done to cameras in polling booth.

Task 4: Setting up a Help Centre and Deployment of Manpower

1. The Bidder is required to deploy adequate manpower to meet all conditions of the assignment.
2. Centralized Help Desk in State HQ as well as at each district HQ.
3. The help desk should be operational 3 days before polling and one day after polling, including the polling day. If there is a re-poll, it should continue, till the end of the re-poll.
4. Similarly, the helpdesk should also function two days before start of Check post, FST **and it should be continued till the end of event.**
5. Manpower: These personnel should be skilled in the application software being deployed by the Bidder, their configuration, use, etc. Similarly, the manpower deployed for polling day/counting should be available and capable of assisting

with any issues arising during the assignment.

6. The CVs of all the personnel, being deployed should be provided. Each of the personnel should have at least two of the following with him while on duty: - A Passport, A Driving License, a PAN Card, an Aadhaar Card, or any other form of identification as specified by the Nodal officer.
7. The following details shall be provided by the Bidder in the CVs - Name, Date of Birth, Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Education Qualifications, Experience.
8. 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.
9. Training of these personnel and the tasks shall include training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance, etc. The training required will have to be conducted by the Bidder, in the district/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for duty.
10. Troubleshooting any hardware/software issues related to the entire process of recording streaming and monitoring.
11. Any other tasks found necessary for the successful live streaming of the videos.

Manpower

1. Bidder

Core Team: *A* core team need to be deployed by Bidder that shall handle logistics, inventory (distribution of kits to proper location, ensure quality and quantity of equipment delivered), Technical Support Team (training, availability) and documentation (manuals). Core team shall comprise of the following manpower with proper qualification (minimum graduation) and relevant experience to handle the project:

Polling: One (1) manpower resource shall be deployed at each polling station, who will be responsible for installing and uninstalling cameras, as well as for their continuous monitoring and operation etc.

The deployed manpower resource shall be responsible for installation and troubleshooting of cameras.

1. *A* buffer of manpower resources to the extent of 25% of total manpower resources deployed for each event need to be maintained.
2. The resource shall make itself available whenever approached for troubleshooting. In case a call is made to the resource for troubleshooting simultaneously from two or more locations, the resource has to ensure that some other resource is made available at the locations other than those where he/she is present by coordinating with the other resources in near vicinity.

1. These personnel should be skilled in the usage of web streaming software being deployed by the Bidder (its configuration, use etc.). They should be available to

assist with any issues arising in working of software/ hardware during the course of the assignment.

2. These personnel shall be trained in the installation, configuration, functioning and troubleshooting of hardware equipment to be used for Check posts, Flying Squad vehicles, polling and counting event.
3. The personnel may train other manpower resources on the usage of software, hardware equipment whenever required.
4. The personnel to be deployed at Polling Stations, and control centers (at SHQ and DHQ) for web streaming should be well qualified and adept to perform installation, configuration and troubleshooting of software/ hardware to be used for web streaming. The personnel should be at least 18 years of age.
5. Bidder shall provide final list of entire manpower deployed to CEO Uttarakhand Ten (10) days before the commencement of first trial run according to event.
6. The web-based dashboard of final list of manpower shall be accompanied by attendance of training imparted to manpower, details of Polling Stations.
7. The personnel shall assist BLO to conduct trial runs.
8. The personnel shall be fully responsible for successful functioning of the task.
9. The personnel is required to ensure that there is no hindrance in recording and live streaming of video/ audio data.
10. The personnel should not accept any hospitality of any contesting candidate or political party or their workers.
11. The personnel should not be directly or indirectly involved in any form to any political part or political organization. Bidder shall ensure political neutrality of manpower deployed.
12. The manpower deployed should be experienced in the handling of IT equipment/ cameras.
13. Bidder shall ensure that roles are properly defined and conveyed to concerned personnel for smooth functioning of process.
14. Attendance of manpower deployed at any event need to be maintained by Bidder.

Task 5. Development of Training Material

1. Detailed Training Material is required to be developed by the Bidder as part of the assignment. The training material is required for the following purposes:
   a. For operating the web streaming Software/ Cameras etc.
   b. For the post-event operation of the Video Surveillance footage.
2. The Training Material should be in the following formats:
   a. Documentation: Text-based training material in the form of documents showing pictures/images and text of How-To, Help Guide, etc.
   b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
3. The Training material shall be placed in a secure location on the internet, for access

only by authorized users. It shall also be available offline in 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.

PART-B FOR GPS/GPRS TRACKING.

1.1- Districts, DEOs, ROs Details

A- For this RFP, the **Uttarakhand** State will be treated as a single unit. The information of districts is as below.

District wise GPS/GPRS Tracking of EVMs Carrying Vehicles							
Name Of District	Total ACs.	Total Polling Stations	Polling Parties Vehicles Approx	Zonal and Sector Magistrate vehicles	FST and SST Vehicles	Reserve Vehicle	***Total no. of vehicle**
1-Uttarkashi	03	558	279	93	54	56	**482**
2-Chamoli	03	633	317	106	54	63	**540**
3-Rudraprayag	02	364	182	61	36	36	**315**
4-Tehri Garhwal	06	994	497	166	108	99	**870**
5-Dehradun	10	2045	1023	341	180	205	**1749**
6-Haridwar	11	1872	936	312	198	187	**1633**
7-Pauri Garhwal	06	1008	504	168	108	101	**881**
8-Pithoragarh	04	651	326	109	72	65	**572**
9-Bageshwar	02	405	203	68	36	41	**348**
10-Almora	06	949	475	158	108	95	**836**
11-Champawat	02	354	177	59	36	35	**307**
12-Nainital	06	1068	534	178	108	107	**927**
13-Udham Singh Nagar	09	1642	821	274	162	164	**1421**
TOTAL-	**70**	**12,543**	**6272**	**2091**	**1260**	**1254**	**10877**

***The actual number of vehicles may decrease or increase.**

District wise GPS/GPRS Tracking of EVMs Carrying Vehicles					
Name Of District	Total ACs	Total Polling Stations	**Vehicle** P-3	**Vehicle** P-2	**Vehicle** P-1
1-Uttarkashi	03	558	11	35	239
2-Chamoli	03	633	0	21	292
3-Rudraprayag	02	364	0	4	179
4-Tehri Garhwal	06	994	0	8	490
5-Dehradun	10	2045	0	65	958
6-Haridwar	11	1872	0	0	936
7-Pauri Garhwal	06	1008	0	95	410
8-Pithoragarh	04	651	01	32	293
9-Bageshwar	02	405	0	0	203
10-Almora	06	949	0	67	408
11-Champawat	02	354	0	9	169
12-Nainital	06	1068	0	0	534
13-Udham Singh Nagar	09	1642	0	0	821
TOTAL-	**70**	**12,543**	12	333	5929

NOTE -

1- it shall be mandatory to install GPS/GPRS tracking devices on all vehicles in P-3 (at least by P-4), on all vehicles in P-2 (at least by P-3), and on all vehicles in P-1 (at least by P-2). similarly, GPS/GPRS tracking devices shall be installed on all reserve vehicles in P-2. (P= Poll day)

2- GPS/GPRS tracking devices must be installed on the vehicles of zonal and sector magistrates immediately after the issuance of the election notification or as scheduled by DEOs.

3- GPS/GPRS tracking devices must be installed on FSTs SSTs vehicles immediately after the announcement of the election schedule by the ECI.

4- The concerned DEOs shall determine the location and time for the phased installation of GPS/GPRS tracking devices on the vehicles as mentioned above; the bidder shall be informed accordingly in due course.

2. Detail Scope of Work.

2.1- Fixing of GPS with Vehicle Tracking System in the vehicle of Flying Squads.

During the upcoming assembly general election-2027, flying squads will be constituted for each Assembly Constituency. There shall be three or more dedicated Flying Squads under each Assembly Constituency/Segment for tracking illegal cash transactions or any distribution of liquor or any other items suspected of being used or bribing the voters. The Flying Squad shall start functioning from the date of announcement of election and shall continue till the completion of Poll. Whenever a complaint regarding distribution of cash or liquor or any other item is received, the flying squads shall rush to the spot immediately, gather necessary evidence, seize the items of bribe and record statement of the witnesses and persons. The vendor should fix the GPS devices & Tracking System in the vehicles of Flying Squad meant for expenditure monitoring (630 vehicles approx.) from immediate effect from the day of announcement of elections by the Election Commission of India to at least P+1 after the Polling has successfully conducted. FST are almost in field for 30-45 days in case elections are scheduled in first phase., the time period may be more than this in case elections are scheduled in later phase or in Multi- Phase.

2.2- Fixing of GPS with Vehicle Tracking System in the vehicle of Static Surveillance Teams.

For monitoring distribution / hoarding of large quantities of cash, illegal liquor, any suspicious items or arms being carried inside the constituency limits, the Static Surveillance Teams will be formed. There shall be three or more Surveillance Teams & Video Surveillance Teams under each Assembly Constituency with one Magistrate and three or four police personnel in each team. This team shall put check posts and keep watch on the movement of large quantities of cash, illegal liquor, any suspicious item or arms being carried in their jurisdiction. The vendor should fix the GPS devices & Tracking System in the vehicles of SST meant for expenditure monitoring 630 vehicles approx.) on the day of announcement of elections by the Election Commission of India.) from immediate effect from the day of announcement of elections by the Election Commission of India to at least P+1 after the Polling has successfully conducted. Similarly to FST, SST are almost in field for 30-45 days in case elections are scheduled in first phase., the time period may be more than this in case elections are scheduled in later phase or in Multi- Phase.

2.3- **Fixing of GPS Tracking System in Zonal Magistrates/ Sector Magistrate vehicles:-** The vendor should fix the GPS devices & Tracking System in the Zonal Party vehicles (2091 vehicles approx.) from the last date of withdrawal of nomination till their respective Polling Parties returns back to Poll. This shall be around 25-30

days. The vendor should install display devices, and monitor the vehicles at a centralized Control Centre in CEO's office and in all DEO's office with required infrastructure including system and manpower

2.4- **Fixing of GPS Tracking System in Polling Party vehicles:** - The vendor should fix the GPS devices & Tracking System in the Polling Parties Vehicle (7528 vehicles approx.) Polling Parties make movement from P-3 days i.e. 3 days .Hence Some Polling Parties shall require GPS/GPRS System for 6 days to at least 2 days before The vendor should install display devices, and monitor Polling Parties vehicles at a centralized Control Centre in CEO's office and in all DEO's office with required infrastructure including system and manpower.

3. Technical Components Process , Methodology of GPS Tracking Devices and Vehicle Tracking System

a. The GPS Tracker device(s) to be installed in co-ordination with concerned RTO/Nodal Officer –Transport/Nodal Officer for FST/SST/VST/Zonal EVM/Sector Magistrate Officer. The installation of GPS Tracker Devices to be done inside the vehicles. The Vehicles would be located at different Locations across the State of Uttarakhand (the details of the locations would be provided by concerned District / CEO UK office). The successful Bidder should do all necessary arrangement for Transportation of GPS Tracker Devices to the different Locations across the State of Uttarakhand.

b. The GPS Tracker device(s) to be installed in the limited time window as instructed by CEO, Uttarakhand. The Schedule for the same would be provided by the concerned District. There should be at least one person (technical expert) per 30-40 vehicles to install and setup the GPS Tracker Devices.

c. The GPS Tracker device(s) to be installed with necessary cabling-attachments/accessories as well as the SIM Cards, Memory Cards etc. as essential for successful functioning of the GPS Tracker device(s). The Activation of SIM Cards to be done by the successful Bidder (pre-activated SIM Cards should be arranged as the limited time frame would be given for installation of the GPS Tracker Devices inside the vehicles

d. Each GPS Tracker device is to be mapped with the respective Attributes Data (for example: Assembly Constituency Name, FST No./SST No/Sector Number, Sector Magistrate Officer Name etc...). The Attributes Data would be provided by the CEO Uttarakhand.

e. It is required that the successful Bidder should ensure Successful Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS (Vehicle Tracking System) Software (Web and Mobile Application)

f. **GPS Tracking Device-** The project requires deploying field units which will be GPS Tracking Device The device along with its accessories need to be enclosed in tough enclosure compliant to a minimum of IP66 certified. At the same time the device enclosure is supposed to have a minimum footprint Volume and Size) so that is least obstructive to the vehicles routine usage

g. **Installation / Maintenance/ Uninstalling or Damage/ Reinstalling- Fitting /installing/ Uninstallation/ Reinstalling of GPS Tracking Device along with accessories** on the vehicle will be the responsibility of the Service Provider and no separate charges shall be paid either Office of CEO Uttarakhand nor DEO offices in district .However in case of event of loss of GPS Device, due to any accident of vehicle the cost of GPS Tracking Device will reimburse the cost after due deduction of 25% pa Depreciation on Straight line Method

h. GPS Tracking Device will then transmit these collected data along with timestamp of the web application over GSM/GPRS

i. **Battery and Power-** GPS Tracking Device needs to have its own battery by supporting a minimum 8 Hrs. back up. The battery should be chargeable by the vehicle ignition battery. GPS Tracking Device shall be continuously monitored the power level of both the batteries and send SMS alert to the vehicle FST/SST Team GPS Tracking System will then transmit these alerts along with the timestamp to the web application over GSM/GPRS

j. **GPS Tracking-GPS** Tracking Device needs to have its own GPS Module to obtain GPS Coordinates of the vehicle. GPS Tracking Device will transmit these coordinates along with the time stamp to the web application over GSM/ GPRS.

k. GSM/GPRS-The provider will also supply GSM sim cards for the GPS Tracking Device. The cards will allow wireless communication between GPS/GPRS Tracking Device and the web application. The primary mode of between GPS/GPRS Tracking Device will be GPRS. However, the GPS Tracking Device should have the capability to fall back to SMS if GPRS Connectivity is not working \due to Unavoidable Network issues.

Sr No	General feature and description	Sub Point	Parameter and description
1	Protocol	1.1	TCP, Data includes current time stamp, date stamp, Latitude, Longitude, Altitude and Distance moved
2	Cellular frequency	2.1	GSM/GPRS-850/900/1800/1900 MHz
3	Device	3.1	ABS Plastic /Metal enclosure with internal GPS/GSM antennas
4	Tracking Interval	4.1	Programmable 10 secs and upwards depends on the protocol, network
5	Interface	5.1	RS232
6	Indicators	6.1	Relevant indicators for-: GPS, Power Network, Connectivity, Internal Battery
7	Firmware	7.1	SMS/GPRS based on configuration of tracking time interval start or stop tracking Device restart, Server Parameters, APN Server Parameters to support any network carrier
		7.2	Dark Zone Store or forward
		7.3	Track on movement/motion sensor
		7.4	Data Alert on removal of main power
8	GPS module specification	8.1	
		8.2	Hot Start< 1s to 5s, Warm Start- <25 S up to 30 S, Cold Start-< 35S Up to 40 S
		8.3	Location Accuracy - less than 03-meter, CEP, GPS and IRNSS Recover
		8.4	Parallel GPS Recover- 20 channel or more
9	Internal battery and Power	9.1	Battery Backup Minimum 8 Hrs. Backup, DC/AC Chargeable
10	Environmental Variables	10.1	Temperature range from-20 to 80
		10.2	Dust, temperature, vibration and water resistant, Tamper Proof
		10.3	IP 67 Rated or better

11	Ports/Sensors	11.1	4 or more Digital Inputs
		11.2	2 or more Digital Outputs for Sirens etc.
		11.3	1or more analog Inputs
		11.4	Built in accelerometer
		11.5	01 Nos RS232 Port
12	Geo fencing	12.1	Should be capable of storing 15 or more Geo- fences
		12.2	Facility to update Geo -fence master in device over the air
13	Communication Module/Network Specification	13.1	In Built Module/Modem Class 12 GPRS Communication Transceiver/GSM/GPRS/SMT Quad band and UMTS(3G), Device Class-Internal High gain GNSS antenna, Internal High gain GSM antenna
		13.2	Device should have provision to support all -SMS, Voice Data, GPRS, TCP/IP with multi network switching and OTA network update
		13..3	Multi Slot GPRS
		13.4	Device needs to support at least 2 different networks provides for GPRS Connectivity. Device may have to shift between various service providers in case of GPRS failure
14	General Features	14.1	In case of no coverage Device should log up to 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into the network coverage area. The store and forward mechanism in no case should result in loss of data packets.
		14.2	The data packet received at the Vehicle Tracking System Software server side should have Device Unit ID, latitude, longitude, Speed, Time Stamp, Distance Travelled, Orientation (azimuth), all analog and digital inputs of the vehicle, GPS Fix
		14.3	Device should capture the movement in & out from GPRS coverage zone to non-GPRS coverage and its return to GPRS coverage area with the location coordinates and data and Time stamp
		14.4	All information coming from device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM No, Unique ID, or any other predefined and mapped custom Field(s)
		14.5	All way points and special event points (latitude, Longitude) should be of DecimalDegreesWGS84 format and should contain minimum of 6 decimal places and should not contain any Null Latitude or Null Longitude values
		14.6	When the Vehicle traverses the same point more than once, at different times, the co-ordinates that are sent by device should not vary in their projection on any reference map data more than 10 meters. This also applies to forward and backward passing or halting at the same landmark.
		14.7	Device Data need to be sent to Vehicle Tracking System Software Server directly from the devices without an intermediate cloud/colocation

		14.8	The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the cloud I P.
		14.9	Should have provision of a mapping table (master table) through software to map Vehicles with their Location IDs at the Cloud/Server-side
		14.10	Device should be able to store primary and backup IP.
		14.11	Settings, the IP should be configurable from the cloud/server-side. All Alerts parameters within the device should be configurable from cloud/server-side. Firmware upgrades should be possible from cloud/server-side/OTA command
		14.12	cloud/server-side Vehicle Tracking System software application should have capability to add/delete units to the system, switch-off units within the system, update time interval for messaging, stat stop updates and other system maintenance functions
15	Licensing	15.1	Device should be capable of transmitting data with minimum time gap of 10 seconds and should be configurable from cloud/server-side for higher time intervals. The captured data should come to the cloud/server-side in the designated Database (such as Cassandra, Hadoop, MS-SQL, Posture SQL/My SQL etc..)
16	Product Architecture	16.1	Device should be capable of being installed and operational on any of the vehicle provided by DEO offices across the State of Uttarakhand
16	Server-side application		Arranging specific mounting accessories etc....at the places inside the vehicle and at the cloud/server side with the configuration as specified by CEO Uttarakhand is the responsibility of the Vendor
			During Installation, Configuration and integration of the solution vendor's experts have to physically available at respective locations as directed by DEO of the respective district
			Since it's a service-based contract Vendor need to take care of all necessary licensing requirements (software, hardware etc..) and any upgrades during the period of contract
			Vendor has to provide the Architecture of the product / solution and all technical documents/help files
			Server side application should support Database platforms Cassandra/Hadoop/MS SQL/MY SQL/ Posture SQL
			Must support any GSM card in India different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India
			GPS receiver must have fast minimum 20 channel continuous tracking and the following reacquisition functionality in terms: Cold start < 45 Sec, Warm start <= 38 sec, Hot start <= 12 sec, Signal re-acquisition = 100 ms.

4. Vehicle Tracking System (VTS) - Software

a) Web Application: – The VTS Web Application should be provisioned with the necessary communication protocols and should have Real Time Integration with the GPS Devices Fitted inside the FST/SST/VST/Zonal Magistrate/Sector Officers' Vehicles and such other designated vehicles. The list of Major components/features to be provided through the Web Application is mentioned but not limited to as below:

- Real Time Tracking and Monitoring of the Vehicles on MAP VIEWER
- Group Tracking
- Search Capabilities – The Web Application should have user friendly Vehicle Search options and user should be able easily search Vehicle by Assembly Constituency Name, Sector Number, Sector Magistrate Officer Name etc.
- Dashboards
- MIS Reports
- Recall and Revisit of Reports
- Customized Reporting Tool Aggregate Dashboard/Report functionality (for example user should be able to see Dashboard/ run Report for All Districts, Parliamentary Constituency, should be able to Drill Down the Dashboard/run report from Parliamentary Constituency/District->Assembly Constituency->Sector)
- Archival Facility
- Logs of All Vehicles with export to Excel or PDF
- Trip Details
- SoS Alert
- Low Battery Alert
- Navigation History Playback and Tracking
- Easy Configuration setting by Admin \
- Role based user control
- Geo-Fencing (Functionality to setup Geo-fence areas for Vehicles and there should be an alert mechanism keeping track vehicles movements as vehicle(s) enter/exit the respective Geo-Fence areas)
- Export Data (functionality to Download data in format PDF, Excel etc.)
- Secure hosting in a secured Data Center -Tier-3
- Role based data access and Role based menu access
- Historical data analysis
- Integrated SMS Communication, Alerts, Messaging, Reminders
- Any additional customization based on the requirement

The web-based software should provide MIS reports for the use of the Election Commission, data must be filtered on the user role and jurisdiction the user is associated with. The indicate reports are given below:

1. Daily report on the status of vehicle movement
2. Daily report on the status of distance travelled by vehicles and
3. Reports on SLAs (abstract reports, detailed reports, etc.,)
4. Report on seizure details
5. Other reports as and when sought by ECI / Election Department

b) **Mobile Application:** - The Mobile Application should have the similar Features as available through Web Application. The Mobile Application should be compatible with the ANDROID, iOS and Windows Operating System. User should be able to easily download and

install the Mobile APP from the respective APP STORE for ANDROID, iOS and Windows. Mobile app must have OTP based authentication to make sure that the app is used by the authorized officers only.

Hosting: - It is desired that the supporting Software and its Database of Web & Mobile Application for the Vehicle Tracking System to be set up and hosted by the successful bidder on the Server within the Geographic Boundary of India. The Web Application must be hosted on a 3-Tier equivalent data center. The hosted web should be on dedicated or virtual server exclusive to the control and name of the Service Provider. The hosting must allow for dynamic on demand bandwidth and Database Space.

5. Security-Web Application must be accessible only through Secure Socket layer (SSL) or Transport Layer Security (TLS) The application layer should have application level single sign on Security System. It should have built in log in engine to log all access and History usage with remote IP address tracking.

6. Platform- Web Application is to be based Open End Solution and Inter-operable with other solution provider. The provider should have its own application with permanent inhouse support team to modify or create new functionality to the existing application on demand

7. Database of Web Application- Web application to be based on Ms Sql,My Sql or Post gresql

8. Google Maps Mashups- Web Application must be integrated with Google Maps APIs with a support layered for GIS and trip mapping. The mashups should be completely integrated into the web application with range and options to control the display on the mashups

9. SMS Gateway- Web Application must be integrated with transactional SMS gateway subscribed in their firms name with virtually unlimited SMS facility. It shall be the responsibility of the Service Provider to ensure all Government compliances and TRAI guidelines are strictly followed in the subscription of such services.

The GPS Tracker Devices installed in Vehicles should have the functionality to work in Offline mode wherever there is no network availability and should be able to store the Vehicle Tracking Log in GPS Tracker Device memory. As soon as there is availability of Network, the data stored in offline mode should be synched with the Online Vehicle Tracking System Software.

The vendor should install display devices to monitor the vehicles from centralized GPS Control Room & Help Desk in CEO's office (with 13seater) and in all office of DEO's with required infrastructure including system and manpower has to install GPS devices in the vehicles deputed for Election duty.

10. Features of Vehicle Tracking Management System with dashboard and reports, mobile app as per the detailed scope of work given below: -

a) Supply/Provision and Installation of tracking System on Election requisitioned vehicles as per the list of vehicles provided by each District Election Office respectively

b) Supply/Provision of a web-based software to monitor/ track/manage the fleet of vehicles by displaying the location and distance travelled for each vehicle on geo locating Maps, on a real time basis.

c) Web-based software while displaying the location of vehicles should indicate the following for vehicle tracking 1. RED for Switch off indication 2. ORANGE for Stationary Vehicles 3. GREEN for moving vehicles

d) Supply / Provision of a mobile app for the officials to monitor / track / manage the fleet of vehicles by displaying the real time location and distance travelled for each vehicle on geo locating maps, on a real time basis.

e) Mobile app must be made available for both Android and IOS services.

f) The System installed on the vehicle should update the centralized server with its current position (latitude and longitude) and the web-based software should display the locational information for each vehicle, on real-time basis, where the tracking System is installed.

g) Both web-based software as well as the mobile app should support role-based access for the users, data must be filtered base on the jurisdiction the user is associated with. Example: An election officer of a particular assembly should not be allowed to see vehicles from other assemblies.

H) The web-based software should be real time application and accessible from anyplace using an Internet connection.

i) The tracking System installed on the vehicle should be portable and easy to set-up with a minimum training.

j) The bidder shall provide adequate training to Election Department officials on the usage of vehicle tracking System and management.

k) The web- based software should provide MIS reports/Dashboard for the use of the CEO/DEO Office . The indicative reports are given below:

1. Daily report on the status of vehicle movement
2. Daily report on the status of distance travelled by vehicles and
3. Other reports as and when sought by ECI / Election Department.

l) Each vehicle should be identified by a predefined code with the name of the jurisdiction, web- based software should provide a search function based on this pre-defined code

m) The web-based software should automatically refresh the tracking information at regular intervals.

n) The web-based software should have name and contact details of the officials who are assigned to the vehicle on all 3 shifts and system must have option to send notification to the officials as and when required

o) Web-based software should have option to play back, fast forward the vehicle movement for any date & time period of any vehicle from the date of installation till the date of removal

p) The web-based software must have the option to load the District Assembly boundaries. The boundaries and the polling booth data must be made available as an additional layer on the Map being used.

q) Any vehicle travelling outside its jurisdiction must be flagged and notified.

r) System must have option to provide the SMS, email and push notifications.

s) System must notify the official on the following circumstances and should also be able to provide any such notifications if required.

- When the FST vehicles is stationary for more than 30 mins
- When the FST/SST vehicles travels outside its jurisdiction (PC/Assembly/District, etc.,)
- When the group of FST / SST vehicles spotted in a close proximity for a specified duration.

t) The web-based software should be hosted by the bidder via their own resources and at their own Price. Office of Chief Electoral Officer Uttarakhand will not take any responsibility of hosting the said software

u) The Bidder shall depute for provide adequate number of manpower to install the GPS devices & tracking System in the vehicles and to manage the web-based software at the CEO's Office and other locations, as directed by Office of CEO Uttarakhand .

v) The overall scope of Vehicle Tracking and Management System solution shall include supply, Installation, Testing, Commissioning, Operation, Training, Support and Maintenance during the entire Election process for the vehicles requisitioned for Election Duty and also configure, test, implement, commission, operate, manage and maintain the hardware and software involved in provisioning the vehicle tracking and management system during the election process.

11. Other Details or Services

a. The Service Provider provide GPS Transmitter on each vehicle to identify the correct location of vehicle and will ensure the time in whole day shall also keep the history of the movement

b. All material shall be covered under the defect liability for hiring period. The Service Provider have to keep the equipment in working condition throughout the hiring period,

if any equipment gets faulty he will have to replace/ repair the equipment within 6 Hrs. of complained raised on any fault in equipment

c. SIM Data card preferably E-SIM will be provided by the bidder including recurring charges

d. Service Provider has to submit different formats of report like Web Report, Map Report, Chart Report or any other report either on the guidelines of ECI or directions of Office of CEO Uttarakhand. The report shall be submitted both in PDF and Microsoft Excel on daily, weekly and even on two- hourly basis before 72 Hrs. of election and till the Polling Parties reaches safely back to the District Headquarters after the election have been conducted .Service Provider has to provide necessary report as and when desired by ECI/CEO Uttarakhand/ DEO.

e. All types of Server Hardware, Software with license, Database, Data Storage, Connectivity, Networking Equipment, Antivirus and Intrusion Software etc. required for centralized monitoring of the tracking solution and connectivity of th

f. System with the centralized server shall be provided by the bidder at their own Price and ensure that the server & data resides within India

g. The successful bidder should provide the detailed server deployment plan explaining the high availability of their server infrastructure.

h. Successful bidder shall provide 10% GPS Devices for the vehicles in addition to the actual requirement to replace the faulty devices immediately.

i. The successful bidder should ensure that no devices are dismantled and shifted from one vehicle to another vehicle and for this purpose, vehicle number shall be mapped to the GPS devices fixed in that vehicle.

12. Control Room at the Office of Chief Electoral Officer and District Election Office

It is desired that the Real Time Tracking and Monitoring (24 hrs. per day) of Vehicles fitted with GPS Tracker Devices to be done at District Level for respective Parliamentary Constituencies during election from a Control Room located at District headquarter. The Space for Control Room would be provided by the concerned District Election Officer and the successful Bidder has to provide following minimum aspects:

Supervisor (Human Resource) for support of manpower at control room at each district HQ Control Room to be immediately operational 24*7 from the date of Declaration of Schedule of Upcoming Assembly General Elections by ECI up to P+1 Days		
Date of announcement of Schedule till P-3 days i.e. (03 Before Poll)	01 Operators for technical help at each district control room	13 Manpower for district control room
	01 Overall supervisor/ manager	01 supervisor for coordination with districts as well as with the agency also

	02 Operators for technical help at CEO control room (01 each for 8 Hrs. shift	06 Manpower in CEO Control Room
P-3 (three days prior to Poll) i.e. 2 Hrs. before elections till (P+ 2 / P+3) days i.e. operational till all the polling parties have reached their respective centers in district	03 Operators for 8 Hrs. at CEO control room ie Shift 24 Operators	09 Manpower in an average each district (Manpower stated on average basis may be increased or may be fewer depending on the size) 13*9=117
	01 Overall supervisor/ manager 05 Operators for technical help at CEO control room (01 each for one PC for 8 Hrs. shift	01 supervisor for coordination with districts as well as with the agency also 015 Manpower in CEO Control Room

Supply and Provision of 55" LED screens at 14 locations (approx..) provided by Election Department to monitor the vehicles being tracked.

Control Room & Help Desk have to be setup in every O/o DEO's and O/o CEO

operators placed at O/o CEO (with 13seater) have to monitor & reach out to the stationary vehicles and make sure that the FST on surveillance must be on move always.

- All VTS Control Rooms must be equipped with required internet facilities for the operators to work.
- Centralized VTS Control Room at O/o CEO will have a leased line internet and ensure 24 x 7 internet connectivity

Note: The Control Room set up would be done at District level wherein Laptops/Desktops and Television Screens would be provided by the respective District. There are total 13 Districts in Uttarakhand the Control Room as described above needs to be set up for each District. Control Room at CEO (Chief Electoral Officer) level - It is desired that the Real Time Tracking and Monitoring (24 hrs per day) of Vehicles fitted with GPS Tracker Devices to be done at State Level for applicable Assembly Constituencies of respective Parliamentary Constituencies in each Phase of the election from a Control Room located at State headquarter/Office of CEO UK.

13. Help Desk Support/Onsite-Technical Support to Repair GPS Tracker Devices Help Desk Support (Telephonic):

The successful Bidder should provide a 24*7 Help Desk Support during the period of Contract. A Minimum 02 Help Desk Support Telephone Numbers to be provided for providing necessary assistance on GPS Tracker Devices and the associated Vehicle Tracking System (VTS) –Software and Technical support.

Onsite-Technical Support to Repair GPS Tracker Devices: At each District headquarter of Uttarakhand the successful Bidder should provide Technical/Installation Expert for Onsite repair of GPS Tracker devices from for

SST/FST/VST from date of announcement up to P+3 days and P-3 days, P-2 days, P-1 Day, P, up to P+1 day (where P is the Polling Day for a District for the respective Phase of Election)

14. Test Run of VTS (Vehicle Tracking System)

a. **Test Run at CEO Uttarakhand Level** - The Successful Bidder should complete all the necessary tasks as per the Scope of Work and successfully Demonstrate the functioning of the Vehicle Tracking System (including Software and GPS Tracking Device hardware) to CEO Uttarakhand for 04 different Locations. The details of the Locations for TEST RUN would be provided by CEO Uttarakhand. The Test RUN at CEO Uttarakhand level should be completed in a time bound manner P+1 days (where T is the Date of signing the contract). This TEST RUN is to be done only once

b. Test Run at District Level –

The Successful Bidder should complete all the necessary tasks as per the Scope of Work and successfully Demonstrate the functioning of the

ii. The complete back up should be provided by the vendor to the office of DEO / CEO at the end of the project and tracking of the vehicle during the specific period / time also must be made available.

The web-based software should provide a Dashboard with summary of vehicles for each status, seizure data, historic route trace of a particular vehicle, Vehicle wise summary, AC area wise summary etc.

Reporting Requirements and Time Schedule for Deliverables of Webcasting and GPS/GPRS services.

The following would be the reporting requirements for the Bidder:

1. An Inception Report within 1 week, from the start of the assignment. Weekly progress Reports Consisting of
   (a) All works performed by the Bidder.
   (b) The Time Sheets / Attendance duly countersigned by the Nodal Officer.
   - All Other Reports as required for the successful execution of this assignment.
   - Development and Maintenance of an MIS for all reporting purposes.
   - Final report within 2 weeks of closure of all activities stipulated in the contract.
2. The report may be submitted in hardcopy and soft copy (through e-mail / MIS / Shared Folder over the Internet) to the officers concerned.
3. After completion of the recording activities, the Bidders will arrange all data on the external Hard Disks and hand over them to the nodal officer, within 7 days after each event is completed. After handing over the data, the Bidder shall not retain any data in their computers or any other form with them. If there is any deviation in this regard, the Bidder shall be held responsible and liable for punishment as per law. The external HOD/Storage Devices shall be provided by the Bidder at his own cost.

4. Supply Installation Commissioning

1. Delivery: The ordered items shall be delivered, installed, and commissioned within one week from the date of the work order or if specified, as per the date mentioned in the work order. The successful Bidder after obtaining the consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to the client.
2. The office/user department is solely responsible for the site preparation if any before the scheduled installation dates.
3. After successful installation, commissioning, and completion of the delivery to the user department at different locations, the Bidder must obtain a signed delivery challan.
4. The Bidder must provide the web dashboard of Name, Aadhar number, Mobile number and email Addresses of the representatives who are responsible for attending the services at each client site. The Bidder should also provide the details of the centre in charge, the higher level in charge who is responsible for overseeing the service centres, and the person to whom complaints can be made, in case the services provided to any center, are not satisfactory.
5. In case of any change in the work order, it shall be communicated to the Bidder well in advance.

6. The quantity mentioned in the tender document is tentative only. Payment will be released based on the quantity used at the site, which has to be attested by the concerned DEOs.
7. 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.
8. The successful Bidder should be able to provide the requested data from the server immediately.
9. The successful Bidder should keep the provision of data (audio & video) backup and recovery.

5. Control Centre:

Bidder is also required to assist the Chief Electoral Officer, District Election Officer, and Nodal Officers in the setting up of Control Centre at their offices which will monitor the feed from the Cameras and GPS/GPRS devices on the days of, Polling, and surveillance of Flying Squad Vehicles. The Control Centre will be established at the State Level (0/O CEO), in each District (O/O DEO). The video and audio will be streamed live to the Control Centre via the server from Polling Stations, Flying Squad vehicles and check posts etc.

The Bidder will deploy the following resources for surveillance of election event at the discretion of O/ O CEO in each Control Centre:

1. Laptops
2. Video Wall as per the specification given
3. Manpower
4. Internet Connectivity
5. Other essential equipment of successful completion of task.

On the day of polling surveillance, the live streaming data (video and audio) shall be transmitted in a secured manner to the server simultaneously from all Strong Room/ Polling Stations Flying Squad vehicles and further the stream shall be viewed at the control center in multiple frames or individually (within grid/ views) as required by the 0/o CEO, DEO, RO and ARO for the complete duration of event.

5. Roles and Responsibilities

5.1 Bidder

1. Bidder shall be responsible for turnkey implementation of the project.
2. Prepare a Project Plan.
3. Deliver services & deliverables as per the contract terms & conditions.
4. Conduct of live run to see that the web streaming and GPS/GPRS tracking from the identified locations goes through smoothly without any bottlenecks on the days of particular event (Polling/FSV/ Check post).
5. The Bidder is required to ensure the live streaming, and recording of poll

process, check post, FSV and at the Polling Stations as well as tracking of designated election vehicles.

6. Supply and Installation of required equipment for all the events assigned to Bidder.
7. Establishment of the centralized Help desk to manage and resolve the complaints/issues coming during the execution of the events.
8. Conduct of trial runs to ensure that the web streaming from the identified locations goes through smoothly without any bottlenecks and rectification of the same where necessary.
9. The Bidder is required to have at least two (2) trial run of the audio/ video streaming and recording and GPS/GPRS tracking to ensure availability of network, concurrency, load balancing by server and technical support of each event assigned to him.
10. The Bidder will provide the Internet Connectivity of sufficient bandwidth at the Control Room at CEO office to monitor/view all the events (FSVs/Polling etc.
11. Training of BLOs/ Technical Assistants regarding installation, troubleshooting of web streaming equipment, configuration of web streaming software for the purpose of monitoring/ viewing the live streaming.
12. The Bidder shall provide training to the officials of CEO Office and district administration regarding the process of viewing and monitoring the live stream and report generation.
13. The Bidder is required to ensure that Servers with necessary system software licenses, sufficient storage capacity and internet bandwidth, shall be provided in a secured cloud environment/ Data Centre.
14. The Bidder will host the streaming of all Polling Stations/ Counting Centers on the server on public domain with user credentials.
15. The Streaming Server shall serve the officers at ECI, CEO, DEOS levels as required.
16. Provide web link details for each event to view web streaming.
17. Provide reports of live video streaming and GPS/GPRS tracking with downtime/uptime of each event up to the level of event. (State/District/Assembly/Polling Stations/FSV / Check posts Team wise).
18. Submit reports as and when required and asked for. Prepare reports to assist in the process of monitoring and execution.
19. Bidder may withdraw supplied equipment and manpower after completion of event once approval is granted by CEO.
20. On completion of the Election Process, handing over of the transmitted data to the Client along with the software in a suitable backup device to view the same as and when required.
21. Shall be liable and/ or responsible for the compliance of all Statutory provisions and especially those relating to labour laws and IT laws in respect of this contract.
22. Bidder shall maintain warehouse for storage of equipment/ hardware to be used in any event.

Client (O/O CEO, DEO)

1. Appoint a dedicated Nodal Officer as a single point of contact to monitor the project at CEO, DEOs, level.
2. Listing of sites for each event namely Polling Stations, Check post and other locations as applicable and assigning authorities for according approval / sign-off for reports/ documentation to be submitted by Bidder.
3. Provide the list of reporting/ election officials (with whom manpower of Bidder will coordinate) with contact Nos., in an Excel/CSV format, to the Bidder before the date of the polling for communication purposes.
4. Shall ensure intimation to concerned personnel of replacement in case any official is replaced on duty immediately.
5. Facilitate the Bidder in interaction with the Telecom Bidders to ensure that the internet connectivity is available during the events for smooth transmission of web streaming data.
6. Help the Bidder during the conduct of the trial and actual run.
7. Shall arrange for seating of Help desk team. Shall also provide facility for deployment of Command Center.
8. Shall provide designated Vehicles for fitting the web surveillance and tracking equipment at the designated locations.
9. Shall ensure that hardware equipment used for surveillance is not tampered with.
10. Shall provide list of surveillance team, officers deployed for polling check post/ FSV well in advance before commencement of event.
11. Shall ensure that surveillance and tracking vehicles are in operation continuously and there is no negligence on part of driver and Flying Squad team in web streaming *live* event.
12. Ensure that instructions are passed to surveillance team and tracking teams by the regional authorities and are strictly adhered to by the team.
13. Ensure the safety and security of the cameras and accessories installed by the Bidder at the respective locations
14. Provision of power, furniture, security and other resources to the Bidder, towards the operation of the cameras & accessories to transmit the web streaming data as well as to word GPS/GPRS tracking event on the scheduled dates.
15. The Client shall ensure access to the Polling Station, power and necessary support to facilitate trial runs.
16. Conducting the acceptance testing one week in advance for the system prior

to the day of event.

17. Shall ensure availability of location for trial runs.
18. Shall ensure uninhibited entry of personnel into the event location Polling Station etc.
19. Ensure timely provision of project funds for timely payment to the Bidder.
20. The manpower shall be required to report for duty to the concerned officials wherever posted. The manpower resource should always be present on duty.
21. Release of payments as per the satisfactory completion of the milestone / work on the basis of completion certificate issued by DEO.

VI Release of Payment

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

- Signing of Contract
- Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment

ii. The following would be the Milestones and Payment

	Particulars	For poll Event.	For FSTs, SSTs & check posts / nakas
1	Signing of Contract Agreement by the parties	Within one week of issuance of notification issued to successful bidder (s) to award contract along with Performance Security	
2	Inception Report Submission to	P-20	Immediately after the announcement of elections by ECI the bidder should make arrangements for proper installations, functioning and web streaming of the surveillance done by FSTs, SSTs Vehicles, Check post and Nakas as per scope of work.
3	Training material	P-15	
4	monitoring mechanism setup at control room (CEO & DEO Offices)	P-2	
5	One Trial runs and satisfactory Certificate before poll day	P-2	
6	Test run of polling stations	P-2	
7	Submission of test report to	P-2	
8	Camera Live on Previous Day of the Polling- to record arrival of the polling Team.	P-1	
9	Live webcasting of polling day event from one hour prior to the start of the poll up to closure of complete polling activities	P	
10	Submission of all other project deliverables and final report.	Submission of all other project deliverables and final report. Within 7 days after the completion of polling	Submission of all other project deliverables and final report. Within 7 days after the completion of polling

VII- Service Level Agreement 100% Server, Network & Power Uptime SLA:

(I) (a) 100% Server, Network & Power Uptime SLA: for Webcasting and web streaming.

The bidder should provide 100% Server, Network & Power Uptime SLA as standard. This shall be applicable on the election days and for time period as notified by CEO Uttarakhand. The bidder should ensure:

SERVICE AVAILABILITY	Penalty : Deduction from total cost per Camera
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90.1% to 94.9%	40%
90% and below	50%

i) Penalty will be calculated for each polling station for the purpose of polling.

The entire polling period will be denoted as 'X' and actual streaming hours/minutes will be denoted as 'n'. Based on that, the percentage of penalty will be calculated as follows:-

X = actual polling hours/minutes n = actual streaming hours/minutes

Service Availability = $n \div X \times 100$

a. Other SLAs:

SLA Brief	Penalty
Non-Installation of equipment in any sites for Live / offline video streaming	100% of the contract value per Camera.
Camera installed but did not hit server and offline video available for 90% or above of the approved polling hours	50% of the contract value per location if offline video is available for 90% or above of the approved polling hours/Total Polling Hours. 100% of the contract value per location if offline video available is below 90% of the approved polling hours/Total Polling Hours

Note: Additionally, the cameras under Sl. No: 1 & 2 above shall be taken into consideration, while determining the SLA, so that the overall SLA% reflects entire performance.

c. No penalty shall be imposed for shadow areas, subject to certification by the DEO and availability of offline recording

(II) (b) 100% Server, Network & Power Uptime SLA: for GPS and GPRS tracking.

SLA Objectives

Service integrator shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract. Selected integrator is required to provide minimum 99.75% overall uptime for components/services, for contract period. The penalties to be imposed at any stage under this bid are:

1) Imposition of SLA related penalties, liquidated damages, forfeiture of performance security, cancelation of work order, termination of the contract and de-recognition / debarment of the bidder / supplier.

2) Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bid / termination of contract and / or may lead to forfeiture of EMD / Performance Security as well as result in de-recognition/ debarment of the bidder.

3) The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture of EMD / Performance Security or leading to de-recognition / debarment.

2. SLA Matrix

The Selected integrator shall provide facility management and Annual Maintenance Contract support services as per SLA matrix given below

S. N.	Service category	Parameter	Expected Service Level
1.	Project implementation	Implementation completion-final test run	Completion of project with in time limit.
2.	Individual GPS availability	100% uptime of the GPS should be available	>=99.50%
4.	Vehicle Tracking System (software application)	Software should provide all the required functionality / reports as mentioned in this document.	> = 99.99 %
6.	Manpower	The team should work daily 16 hours, all the days of a week, generate necessary reports, subsequent follow up for vehicle route deviation and submission of daily reports to Ujjain Smart City Limited	100%

3. SLA Requirement

Selected integrator should ensure availability of the systems as per SLA matrix. This will exclude scheduled preventive maintenance.

4. Breach of SLA

In case the Service Provider does not meet the service levels mentioned in this RFP, for three (3) continuous time-periods, Office of Chief Electoral Officer Uttarakhand will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:

- Office of Chief Electoral Officer Uttarakhand issues a show cause notice to the Successful Integrator.
- Service Provider should reply to the notice within 24 Hrs.
- If authorities are not satisfied with the reply, authorities will initiate stricter penalty for the remaining period of the contract.

5. **100% Server, Network & Power Uptime SLA**:

The bidder should provide 100% Server Uptime SLA as standard for the Vehicle Tracking Software. This shall be applicable P-3 days to P+1 day or from P-5 days to P+2 days or as the case may be. Where P is the day of polling in single / multi-phase election or as notified by CEO Uttarakhand Penalty related to Server up time

b) Dependencies: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to User Department, the selected bidder would not be penalized. For example, r due to the device being out of SIM network, then the time period during which a service was unavailable would be removed while calculating the uptime.

c) Service Availability (Device) Application reports

The Monitoring and Evaluation Framework for SLA calculation is as given below:

Sr No	Service Level	Monitoring System
	Service Availability (Device)	Service Availability (Device) Application reports

c) **Penalty for Non-Availability of Operational and Technical Support Services**:
If any device is not able to send data except when the device is not in network, the selected bidder shall ensure technical troubleshooting and rectification within 06 hours of logging the request/complaint by user DEO Office /Respective FST /SST/ Zonal or Sector Magistrate else following penalty shall be imposed

Service Availability	Penalty Deduction of cost
100-99.75%	0%
99.00%-99.74%	1%
98.0%-98.99%	2%
95%- 97.99%	5%
Below 95%	10%

Service Availability (Device) Application reports

d) Penalty for Non-Availability of Operational and Technical Support Services: If any device is not able to send data except when the device is not in network, the selected bidder shall ensure technical troubleshooting and rectification within 06 hours of logging the request/complaint by user DEO Office /Respective FST /SST/ Zonal or Sector Magistrate else following penalty shall be imposed:

Measurement Parameters	**Service Level Time taken for resolving issue from P-30 Days to P-3 Day**	**Penalty**
GPS Device	Within 06 Hrs.	No
	More than 06 Hrs. but before 10 Penalty Hrs.	INR 500 per device
	More than 10 Hrs. but before 15 Hrs.	INR750 Per device
	More than 15 Hrs. delay	INR 1000 per Hour penalty to the maximum of cost of GPRS System installed
Measurement Parameters	**Service Level Time taken for resolving issue from P-3 Days to P+3 Day**	**Penalty**
GPS Device	Within 60 Minutes	No Penalty
	More than 60 Minutes but within 90 Minutes.	INR 500 per device
	More than 90 Minutes but before 150 Minutes	INR 750 Per device
	More than 150 Minutes	INR 1000 per Half an Hour (30 Minutes) penalty to the maximum of cost of GPRS System installed
Measurement Parameters	**Service Level Time taken for resolving issue**	**Penalty**
Computer other equipment's at control either at CEO or DEO Office	Within 04 Hrs.	No
	More than 06 Hrs. but before 10 Penalty Hrs.	INR 2500 per device
	More than 10 Hrs. but before 15 Hrs.	INR 5000 Per device
	More than 15 Hrs. delay	INR 1000 per Hour penalty to the maximum of cost of equipment

SECTION -VI
FORMS AND FORMATS

	CHECKLIST OF FORMS AND FORMATS ALONG WITH DOCUMENTS TO BE SUBMITTED BY BIDDER ON E-PROCUREMENT PORTAL AND DOCUMENTS TO BE SUBMITTED IN ORIGNAL AT THE OFFICE OF TENDER INVITING AUTHORTHIY ON AND BEFORE LAST DATE OF SUBMISSION	
Sr No	**Name of Form and Formats**	**Details of Documents to be submitted and the manner to be submitted (scanned copies should have been duly signed by authorized representative)**
1	Letter of Bids (Form- BD-I)	Duly signed copy scanned and uploaded on E-Procurement Portal
2	Bidder Information- Form-BD -II and Other details of Bidder	Complete details and duly sign and uploaded on E- Proc Portal
3	Performance Statement (Last 3Years Form-BD (PS) -III	Detail of Previous experience duly signed statement , with work orders and Completion certificates to be scanned and uploaded on E-Proc
4	Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV	Detail to be provided for manpower and proposed manpower to complete assignment within stipulated time Scan copy of the Form along with EPF ,ESI Registration and other documents to provide sufficient documentary evidence
5	Detail of Technical Infrastructure of a / Firms to demonstrate the webcasting and GPS/GPRS tracking Capacity of the Firm Form BD (TI)- V & V (A)	Complete detail of technical infrastructure in so as to demonstrate webcasting capacity The complete detail shall be scanned and uploaded on E-Procurement
6	Financial Strength of the Bidder/Manufacturer Form-BD(FS) -VI -Certificate on Financial Strength	Certificate to be issued by CA firm with Certificate to have UDIN No generated on it. The certificate to be uploaded on E-Procurement Portal . Bidder to all scan and upload the Annual financial statement and a copy of Income tax return also
7	Power of Attorney for Signing of Bid Form-BD (PA)-VII	To be submitted in original , POA to be on INR 100 Non-Judicial Stamp Paper duly notarized Also, to be scanned and uploaded on E-Proc
8	Undertaking by the Bidder Form-BD (UA)-VIII Affidavit	To be submitted in original also declaration by bidder on INR 100 Non-Judicial Stamp Paper being duly notarized Also, to be scanned and uploaded on E-Proc
9	Form-BD (UA) IX Certificate of Conformity / Non Deviation	Certificate of conformity / non -deviation duly signed certificate by authorized representative a self-declaration a scan copy to be uploaded on E-Proc

10	Form-BD (FS) X Financial Bid Cover Letter and format	To be signed by authorized representative, this letter is to be provided in separate sealed envelope on top written ' letter of Financial Bid ' This envelope shall open at opening of financial proposal only of technically qualified bidders In E- Procurement Portal this letter is to be uploaded in financial bid section along with BoQ
11	Form BD (NDA)-XI Non-Disclosure Agreement format of Confidentiality and Non-Disclosure Agreement	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of *INR 500* ,will be part of final contract
12	FORM BD(IP)-XII Format of Integrity Pact	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of *INR 500* ,will be part of final contract
13	Bid Security (FDR/TDR/DD)	The original bid security to be submitted in original at the office of TIA on and before date and time of bid submission Major checkpoints are also provided
14	Registration of firm with various government authorities	Copy of PAN Card Copy of GST No Copy of ESI / EPF No License issued by Labor Department Certificate of Incorporation in case of Company, Partnership deed in case of partnership firm, any license or registration by local authority Any other document as appropriate for bidder
15	Tender Fee	Either DD/ Bank Cheque to be submitted in original at TIA office on or before last date of submission of bid and a scanned copy to be uploaded on E-Proc
16	Other Documents	Any other document, registration or affiliation which bidder want to provide

FORMATS FOR BIDS
Letter of Bids
(Form- BD-I)

From:

(Registered name and address of the bidder.)

To:

The Chief Electoral Officer ,

O/o. Chief Electoral officer, Uttarakhand

First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
4, Subash Road.
Dehradun -280001

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated _____ Project title:

We undertake to provide goods in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CEO Uttarakhand our bid is accepted, we undertake to;

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ;

(b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the bidding document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

(c) Our bid shall be valid for a period of 180 days beyond the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(e) We, along with any of our, suppliers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State

Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;

(f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;

(g) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel /official or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement;

(h) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;

(i) We hereby certify that we are not insolvent, in receivership ,bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

(j) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(k) We agree to permit Government of Uttarakhand or CEO, Uttarakhand or their representatives to inspect our accounts and records and other documents relating to the bid submission,

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive and;

(n) We hereby agree in principle to be selected after mutual agreement.

Issued

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of Uttarakhand

I/, my/ our bid security may be forfeited in full and our bid, to the extent accepted, may becancelled.

Thanking You

Name of the Bidder: -
Authorised Signatory: -

Seal of the Organization

Bidder Information Form

Bidder Information

Form-BD -II

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name *[insert Bidder's legal name]*
2. Bidder's year of registration/incorporation: *[insert Bidder's year of registration]*
3. Bidder's Address: *[insert Bidder's legal address]*
4. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
5. Attached are copies of original documents of*[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ☐ Organizational chart, a list of Board of Directors, and the beneficial ownership. ☐ Income Tax Registration Document / PAN Card ☐ GSTIN Registration Certificate ☐ Any other document
6. Detail of bidder organization

7.Details of two Contact Persons

	1st	2nd
(i) Name: (ii) Tel number (direct): (iii) Mobile No. (iv) Email address		

8.Bank details from where the Bid Security has been issued: Name and address of the Bank:-

Signature and seal of the Bidder

Performance Statement (Last 3 Years)

Form-BD (PS) -III

Performance Statement

Name of the Bidder_____

Bid Reference No._____

Financial Year	Work placed by (full address of Purchaser)	Order No. and Date	Description and quantity of work or service	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
					As per contract	Actual	
1	2	3	4	5	6	7	8
2025-26							
2024-25							
2023-24							

Signature and seal of the Bidder

The Bidder shall also furnish the following documents in connection with their past performance:

(i) Copy of Purchase Orders
(ii) Documentary evidence (Client's certificate) in support of satisfactory completion of work

Format for detailed Citations of at Web Casting and GPS/GPRS work carried out by bidder in last three years in Government Departments/ Public Sector Units /Autonomous Bodies

Assignment name:	Approx. value of the contract (in INR Lacs):
Name of Govt Dept/ Agency	Duration of assignment (months):
Nature of work undertaken	Total No-of man -months of the assignment:
Address:	Approx. value of the contract
Start date (month/year): Completion date (month/year):	
Narrative description of assignment	
Description of actual services provided by your staff within the assignment:	

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference

MANPOWER EMPLOYED AND PRPOSDED MANPOWER FOR ASSIGNMENT

Form-BD (MP) -IV

No. of personnel currently deployed in various projects		
	Description	Number of Employees
1	**No. of permanent employees currently working or any designation used by bidder firm**	
a	Project Managers or any designation used by bidder firm	
b	Supervisors or any designation used by bidder firm	
c	Data Entry Operators	
d	Others	
2.	**No. of temporary personnel currently working**	
a		
b		
c		

Tentative Manpower for the assignment

Serial No	**Number of Personnel proposed for the assignment**	**No of Person Proposed**	**Person Days**	**Total Person days for resources**
		(a)	(b)	c=(a)*(b)
1	Project Managers or any designation used by bidder firm			
2	Supervisors or any designation used by bidder firm			
3	No of operators for Polling Station			
4	No of operators for DEO			
5	No of operators for CEO along with help desk			
6	Other Personnel by what ever name are they identified			
	Total of Person Proposed in (Col a) and total of person days in (Col c)			

Number of Person days to be determined on the basis of work defined

Signature of authorized representative
Seal of the Organization

Detail of Technical Infrastructure of Agency to demonstrate the Webcasting Capacity of the Firm
Form BD (TI)- V

Technical Specifications & Compliance of the camera for Polling Stations

Description	Details	Compliance
		Yes/No
During Polling	IP based web camera	
	Facility of local recording	
	Minimum 3 mega pixel camera resolution	
	Night vision capability	
	Wide angle with 30 / 170 degrees coverage	
	Capability of 10x zooming	
	Minimum illumination of .05 lux	
	Camera should support 16-4096 kbps code rate	
	Camera should support constant bit rate / variable frame rate of up to 30 fps	
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,	
	The display to be supported is 1920*1080	
	Camera shall support inbuilt capability for storage slot	

S.N.	Descriptions	Compliance (Yes/No)
1.	inch display with floor stand /Slanting stand for dais with The following accessories: • 5meter HDMI& C-Video cable • Should have the following inputs (S-video, C-Video, • HDMI & • PC VGA input) • Should have composite video & PC VGA out • Should have 20W speaker output • Should come with remote control	
Specifications for Internet Connectivity:		
2.	Internet connectivity with minimum speed required for uninterrupted web-streaming from a reputed service provider with good coverage at polling station.	

Signature of authorized representative

Seal of the Organization

Form BD (TI)- V (A)

Technical Specifications & Compliance of the GPS and VTS.

The applicants should attach a certificate from a test agencies in Central Motor Vehicle Rule (CMVR) Tracking System for testing related to automobiles below covering all the points as per the requirements in table

- Automotive Research Association of India
- Central Institute of Road Technology (CIRT)
- Vehicle Research and Development Establishment (VRDE)
- International Center for Automotive Technology (ICAT)
- Any Competent Government Body Approved Agency

Sr No	General feature and description	Sub Point	Parameter and description	Whether complied or not
1	Protocol	1.1	TCP, Data includes current time stamp date stamp, Latitude, Longitude, Altitude and Distance moved	
2	Cellular frequency	2.1	GSM/GPRS-850/900/1800/1900 MHz	
3	Device	3.1	ABS Plastic /Metal enclosure with internal GPS/GSM antennas	
4	Tracking Interval	4.1	Programmable 10 secs and upwards depends on the protocol, network	
5	Interface	5.1	RS232	
6	Indicators	6.1	Relevant indicators for-: GPS Power, Network Connectivity ,Internal Battery	
7	Firmware	7.1	SMS/GPRS based on configuration of tracking time interval start or stop tracking Device restart , Server Parameters ,APN Server Parameters to support any network carrier	
		7.2	Dark Zone Store or forward	
		7.3	Track on movement/motion sensor	
		7.4	Data Alert on removal of main power	
8	GPS module specification	8.1	Acquisition Sensitivity-Equal or better than - 148 dBM Sensitivity Tracking Sensitivity-Equal or better than - 165 dBM Sensitivity	s
		8.2	Hot Start< 1s to 5s, Warm Start- <25 S up to 30 S Cold Start-< 35S Up to 40 S	
		8.3	Location Accuracy - less than 03 meter, CEP,GPS and IRNSS Recover	
		8.4	Parallel GPS Recover- 20 channel or more	
9	Internal battery and Power	9.1	Battery Backup Minimum 8 Hrs. Backup, DC/AC Chargeable	
10	Environmental Variables	10.1	Temperature range from-20 to 60C	
		10.2	Dust, temperature, vibration and water resistant Tamper Proof	
		10.3	IP 67 Rated or better	
11	Ports/Sensors	11.1	4 or more Digital Inputs	
		11.2	2 or more Digital Outputs for Sirens etc.	
		11.3	1or more analog Inputs	

		11.4	Built in accelerometer	
		11.5	01 Nos RS232 Port	
12	Geo fencing	12.1	Should be capable of storing 15 or more Geo- fences	
		12.2	Facility to update Geo -fence master in device over the air	
13	Communication Module/Network Specification	13.1	In Built Module/Modem Class 12 GPRS Communication Transceiver/GSM/GPRS/SMT Quad band and UMTS(3G), Device Class-Internal High gain GNSS antenna, Internal High gain GSM antenna	
		13.2	Device should have provision to support all -SMS, Voice Data, GPRS, TCP/IP with multi network switching and OTA network update	
		13..3	Multi Slot GPRS	
		13.4	Device needs to support at least 2 different networks provides for GPRS Connectivity Device may have to shift between various service **providers** in case of GPRS failure	
14	General Features	14.1	In case of no coverage Device should log up to 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into the network coverage area. The store and forward mechanism in no case should result in loss of data packets.	
		14.2	The data packet received at the Vehicle Tracking System Software server side should have Device Unit ID, latitude, longitude, Speed, Time Stamp, Distance Travelled, Orientation (azimuth), all analog and digital inputs of the vehicle, GPS Fix	
		14.3	Device should capture the movement in & out from GPRS coverage zone to non-GPRS coverage and its return to GPRS coverage area with the location coordinates and data and Time stamp	
		14.4	All information coming from device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM No, Unique ID, or any other predefined and mapped custom Field(s)	
		14.5	All way points and special event points (latitude, Longitude) should be of DecimalDegreesWGS84 format and should contain minimum of 6 decimal places and should not contain any Null Latitude or Null Longitude values	
		14.6	When the Vehicle traverses the same point more than once, at different times, the co-ordinates that are sent by device should not vary in their projection on any reference map data more than 10 meters. This also applies to forward and backward passing or halting at the same landmark.	
		14.7	Device Data need to be sent to Vehicle Tracking System Software Server directly from the devices without an intermediate cloud/colocation	
		14.8	The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the cloud I P.	
		14.9	Should have provision of a mapping table (master table) through software to map Vehicles with their Location IDs at the Cloud/Server-side	
		14.10	Device should be able to store primary and backup IP.	

		14.11	Settings, the IP should be configurable from the cloud/server-side. All Alerts parameters within the device should be configurable from cloud/server-side. Firmware upgrades should be possible from cloud/server-side/OTA command	
		14.12	cloud/server-side Vehicle Tracking System software application should have capability to add/delete units to the system, switch-off units within the system, update time interval for messaging, stat stop updates and other system maintenance functions	
15	Licensing	15.1	Device should be capable of transmitting data with minimum time gap of 10 seconds and should be configurable from cloud/server-side for higher time intervals. The captured data should come to the cloud/server-side in the designated Database (such as Cassandra, Hadoop, MS-SQL , Posture SQL/My SQL etc..)	
16	Product Architecture	16.1	Device should be capable of being installed and operational on any of the vehicle provided by DEO offices across the State of Uttarakhand	
17	Server side application	17.1	Arranging specific mounting accessories etc....at the places inside the vehicle and at the cloud/server side with the configuration as specified by CEO Uttarakhand is the responsibility of the Vendor	
		17.2	During Installation, Configuration and integration of the solution vendor's experts have to physically available at respective locations as directed by DEO of the respective district	
		17.3	Since it's a service based contract Vendor need to take care of all necessary licensing requirements (software, hardware etc..) and any upgrades during the period of contract	
		17.4	Vendor has to provide the Architecture of the product / solution and all technical documents/help files	
		17.5	Server side application should support Database platforms Cassandra/Hadoop/MS SQL/MY SQL/Posture SQL	
		17..6	must support any GSM card in India different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India	
			GPS receiver must have fast minimum 20 channel continuous tracking and the following reacquisition functionality in terms: Cold start < 45 Sec, Warm start <= 38 sec, Hot start <= 12 sec, Signal re-acquisition = 100 ms.	

Signature of authorized representative

Seal of the Organization

Financial Strength of the Bidder/Manufacturer
FORM- BD (FS) VI

Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year *2023-24, 2024-25 & 2025-26* . Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Cr.)

Financial Information	**Financial Years.**			
	2025-26	2024-25	2023-24	**Average for three FY**
	Audited	Audited	Audited	
Total Annual Turnover				
STATUS OF INCOME TAX RETURN				
Date of filing ITR				
Net worth (Positive / Negative)				
Net worth (in amt,)				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:
firm

Signature and seal of the CA

Place:

UDIN :.....

Power of Attorney for Signing of Bid

Form-BD (PA)-VII

Format for Power of Attorney for Signing of Application

(On a Stamp Paper of Rs 100/-)

Power of Attorney

We, ...[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. .....(*name and residential address*) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the TIA*]) and its officials or representatives , representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____20_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form-BD (UA)-VIII

Affidavit

Declaration by Bidder regarding Qualifications

{to be filled by the bidder}

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)

To,

Chief Electoral Officer

Office of the Chief Electoral Officer, Uttarakhand

First Floor, Vishwakarma Bhawan

Uttarakhand Secretariat

Dehradun

Declaration by Bidder

We, M/s. ..... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that in relation to my/our bid submitted for " **webcasting and GPS/GPRS tracking during forthcoming Uttarakhand Assembly General Election-2027 (Installation, implementation of webcasting solution on turn-key basis in polling stations during, Assembly General Election-2027 in Uttarakhand.)**

Ref. No.---------- d Dated ----------

as an Owner/ Partner/ Director/ Auth. Signatory of , I/ We hereby declare that: -

a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

e) We do not have a conflict of interest as specified in State procurement rule and this bidding document which materially affects the fair competition

f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

g) We do not have any previous transgressions with any entity in India or any other country during the last three years.

h) We do not have any debarment or black-listed by any other procuring entity.

i) We have complied and shall continue to comply with the Code of Integrity as specified in the bid document and Uttarakhand Procurement Rules 2025 and relevant applicable rules and regulations in Public Procurement and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

j) We agree to extend the validity of bid submitted on the communication of the PE.

k) We have not modified, changed etc. any word/line/para / text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid

l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.

m) We have submitted only one bid.

n) We give our in-principle consent to be selected subject the terms and conditions of this tender.

o) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Govt. of Uttarakhand my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

p) I/We, also certify that the Web cameras and GPS/GPRS devices are as per ECI Specifications. We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert number & date*] for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this .....Day of ....., 20.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Form-BD (UA)-IX

SELF-DECLARATION

CERTIFICATE OF CONFORMITY/ NO DEVIATION

{ To be filled by the bidder}

To,
Chief Electoral Officer
Office of the Chief Electoral Officer, Uttarakhand
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
Dehradun

CERTIFICATE

This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Authorised Signatory: -

Seal of the Organization: -

Date: Place:

FORM-BD-(FS)-X

FINANCIAL BID COVER LETTER & FORMAT COVER LETTER

(to be submitted by the bidder on his Letter head)

To, {Procuring Entity}, _

_____,

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory
Name
Designation

Indicative Financial Bid Format

Note: {To be submitted by the bidder only in BoQ format (XLS) available at E-Procurement portal. This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

S.No	Work Item Description	Unit	Qty
1- Package-1: Live Webcasting at Polling Stations: -			
a	As per the 'Scope of Work' defined in the tender document, the provision of audio and video streaming at each polling station, using IP-based web amra (specified technical requirements). This includes: deployment of one manpower per polling station; internet connectivity; cloud storage for live streaming; local storage for offline video; bandwidth provision (as required); network surveys; a dashboard; training of personnel; dry run/testing; and the establishment of a coordination center and call center at the CEO/DEO headquarters.	Per Camera (Including manpower etc.)	12543 X 2= **25,086**
b	On the day of polling, the setup of LED TVs (at least 55") along with internet-enabled laptops/desktops at the District Election Office (DEO) and the Chief Electoral Officer (CEO) office to monitor the audio and video streaming from each polling station. The setup requirements are as follows: - 1. At the CEO office: One TV Monitor per district (Total: 13 TVs, with stands). 2. At each District Election Office: One TV Monitor per Assembly Constituency (AC) within that district (Total: 70 TVs, with stands). 3. Should support display resolution 1920x1080 4. Should have aspect ratio 16: 9 5. Should have HDMI & USB Port 6. TV Monitor Screen Size not be less than 55" with built in speakers and remote also. 7. Provision of personnel: One person per district for the CEO office, and one person per Assembly Constituency (AC) for each district. 8. Helpdesk Personnel well versed in Hindi & English to be deployed at State District and SHQ	Per TV (Including Manpower etc.)	83
2- Package- 2 Live web streaming of PTZ Camera for Flying Squad Vehicles / Static Surveillance Vehicles (FSV/SSV)			
a	Live web streaming of PTZ Camera for Flying Squad Vehicles / Static Surveillance Vehicles (FSV/SSV): Video Streaming commissioning for each PTZ IP-based web camera with, Internet connectivity Cloud Storage for live streaming, local storage for offline video, bandwidth lighting if required along with requisite manpower for installation and deinstallation.	Per Camera Per Day	**1260**
b	Live web streaming of PTZ Camera for Flying Squad Vehicles / Static Surveillance Vehicles (FSV/SSV): LED TV (minimum 55") along with internet enabled Laptop/Desktop for use in the office of the District Election Officers (DEO), one for each District and One for SHQ (CEO) for a specified time (approximately 30-45 days) along with	Per TV Per Day (Including Manpower)	**14**

	ShiftWise manpower (One each shift of 8hrs.) available 24x7, to operate them to view the live data as follows: - 1. Should support display resolution 1920x1080 2. Should have aspect ratio 16: 9 3. Should have HDMI & USB Port 4. TV Monitor Screen Size not be less than 55" with built in speakers and remote also.		
3- Package -3 Live Web Streaming of Check Posts/SST activities			
a	Live Web Streaming of Check Posts/SST activities: Video Streaming commissioning for each IP-based web camera with, Internet connectivity Cloud Storage for live streaming, local storage for offline video, bandwidth lighting if required along with requisite manpower for installation and deinstallation. (Approximately 30-45 days)	Per Camera Per Day	**503**
b	Live Web Streaming of Check Posts/SST activities: LED TV (minimum 55") along with Laptop/Desktop for use in the office of the District Election Officers (DEO) for specified time (approximately 30-45 days) along with one manpower per DEO, to operate them to view the live data. 1. Should support display resolution 1920x1080 2. Should have aspect ratio 16: 9 3. Should have HDMI & USB Port 4. TV Monitor Screen Size not be less than 55" with built in speakers and remote also.	Per TV Per Day (Including Manpower)	**14**
4- Package - 4 GPS / GPRS Tracking of Election related various vehicles.			
	As per the 'Scope of Work' defined in the tender document, the provision of GPS/GPRS devices Installations and tracking including all other following supportive services :- 1. VTS Software (Web Application, Mobile Application and Hosting of VTS Software) :- Delivery of VTS Web Application, Mobile Application and Hosting of the VTS Software as per the Section IV Scope of Work 2. Control Room Set up at CEO and each DEO level as per the Scope of Work inclusive of manpower:- From the date of announcement Elections by ECI up to P+ 1 Days with all necessary infrastructure 3. Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices :- From the date of announcement of Election up to successful completion.		

a.	**FST/SST** :- All FST/SST vehicles to be installed with GPS Tracker and within 24 Hrs. of announcement of Lok Sabha Elections by ECI almost 30-45 days shall be based on schedule of election and Polling Days Rate of GPS inclusive of Installation, Commission and after poll decommissioning.	Per GPS/GPRS Devices	**1260**
b.	**Zonal and Sector Magistrate :-** To be installed on all vehicles from date of notification or scheduled by DEOs concerned (P-25 to 30 Days) Days at District Headquarter.	Per GPS/GPRS Devices	**2091**
c.	**Polling Parties :-** To be installed in a sequential manner with Polling Parties moving on P-3 Days their vehicles GPS and VTS System installed on P-4 Days Parties moving on P-2 Days there vehicle also to be ready on P-4 day itself Parties moving on P-1 Day all the vehicles to be installed with VTS and GPS Tracking System by P-2 Day, so that these officers are in field on P-1 Days along with reserve vehicles.	Per GPS/GPRS Devices	**7526**
d.	Live GPS/GPRS tracking of designated vehicles for election purpose LED TV (minimum 55") along with internet enabled Laptop/Desktop for use in the office of the District Election Officers (DEO), Two for each District and Two for SHQ (CEO) for a specified time (approximately 30-45 days) along with manpower to view the live data as follows: - 1. Should support display resolution 1920x1080 2. Should have aspect ratio 16: 9 3. Should have HDMI & USB Port 4. TV Monitor Screen Size not be less than 55" with built in speakers and remote also.	Per TV Per Day (Including Manpower)	**28**

Note:

1. The per unit price quoted by the bidder in the online BoQ shall be all inclusive price except GST.
2. For the items under Sl No. 2.00, the number of days for utilization of PTZ cameras in the vehicles of FSTs/SSTs has been calculated from the date of announcement till Poll Day. Accordingly, the total period of utilization of PTZ cameras is 30-45 days. At least Nine (9) numbers of PTZ cameras are required for FSTs and Nine (9) numbers of PTZ cameras are required for SSTs in each Assembly segments.
3. For the item under Sl No. 3.00, the number of check posts has been assumed as 503. It is assumed that the cameras are required, from the date of announcement of the election till Poll Day.
4. All the quantities given above are tentative in number, the actual quantity may vary at the time of the election.
5. Decommissioning of GPS/GPRS devices should be ensured by the bidder on P+1 day/until or unless any other instruction issued by competent authority.

FORM BD(NDA)-XI

NON-DISCLOSURE AGREEMENT FORMAT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (TO BE SIGNED BY FIRMS/ MANPOWER ENGAGED BY USER ORGANISATIONS)

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at _____on this the _____ day ***of, 2026*** (hereinafter referred to as the "Effective Date").

BY AND BETWEEN

The <> acting through his duly authorized representative «insert designation», having its official headquarters at (hereinafter referred to as << CEO ; as applicable>>) party of the First Part;

AND

« name of the vendor », a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [ ] with its [registered/corporate/head office]situated at [ ] and acting through its authorized representative [Name of the representative] _____, contracted for the purpose of _____ vide contract/ MoD reference _____ dated

AND

« name of the contractual employee », S/O _____, resident of having Aadhar No. _____, contracted as <> for the period from _____to_____ vide contract/ offer letter No._____ dated _____ (delete the non-applicable part) (hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

CEO Uttarakhand and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties"

Whereas:

1. CEO Uttarakhand has engaged the Recipient for _____ << insert the services to be provided by the Recipient>> ("Services"). [N.B.: Details of different types of services depending on the tracks.]

2. The Recipient had represented to CEO Uttarakhand that it has the requisite professional and technical skills to provide the Services.

3. The Recipient shall be involved in provision of the Services to CEO Uttarakhand and shall therefore have access to certain information, documents, etc. provided by CEO Uttarakhand or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.

4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data / information from the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand to the Recipient. The Recipient agrees that any information disclosed to the Recipient by the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand or acquired by the Recipient during such course will be use of exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of CEO Uttarakhand . the CEO Uttarakhand and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below.

Recipient hereby agrees and undertakes that in no condition sub-contracting of the services (governed by this agreement) shall be undertaken, as it is strictly prohibited and shall be considered violation of this agreement itself

.NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

Confidential Information

6. "Confidential Information" shall mean all confidential and proprietary information of ECI / CEO/ DEO which includes but is not limited to:

6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI/CEO/DEO.

6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI / CEO/ DEO

6.3 all other information and material of ECI / CEO/ DEO relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI / CEO/ DEO intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.

6-4 Any other confidential and proprietary material and information, disclosed by ECI / CEO/ DEO in relation of this Agreement whether orally or in writing; provided that with regard to any information shared orally by ECI / CEO/ DEO to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.

6.5 Any other information provided by ECI / CEO/ DEO to the Recipient or procured by the Recipient from ECI / CEO/ DEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as

"Confidential" / "Restricted" etc. or not by ECI / CEO/ DEO; or even if the same is unclassified.

7. Unless otherwise specified by ECI / CEO/ DEO, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI / CEO/ DEO at the time of receipt of such information; or

7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or

7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or

7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; or

7.5 is approved for release by written authorization of ECI / CEO/ DEO;

7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI / CEO/ DEO prompt notice and assists ECI / CEO/ DEO, at ECI / CEO/ DEO expense, in obtaining an applicable protective order. Non-Disclosure Covenant

8. Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from ECI / CEO/ DEO by way of non-disclosure pursuant to this Agreement, the Recipient shall:-

8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;

8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -

8.3.1 who need such information for the permitted purpose under this Agreement; and/or

8.3.2 are informed of the proprietary and confidential nature of the Information; and/or

8.3.3 under the purview of this Agreement by virtue of the Recipient's acceptance same.

8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI / CEO after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

9. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of ECI / CEO/ DEO or the Government of India including but not limited to those mentioned herein below: -.

9.1 make any sketch, plan, model, or note using the Information provided by ECI / CEO/ DEO which might be, directly or indirectly, useful to any third party;

9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI / CEO/ DEO

10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:

10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI / CEO/DEO; or

10.2 use the Information provided by ECI / CEO/ DEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; or

10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI / CEO/ DEO with regard to return or disposal thereof; or

10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI / CEO/ DEO

11. Obligations of the Recipient

1. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI / CEO/ DEO and without limitation of the foregoing, the Recipient agrees not to do the following-

11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or

11.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI / CEO/ DEO

12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

13. The Recipient acknowledges that such Confidential Information provided by ECI / CEO/ DEO shall remain the property of ECI / CEO/ DEO and that the disclosure and/or provision of Confidential Information by ECI / CEO/ DEO is solely for the purposes as stipulated by ECI / CEO/ DEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI / CEO/ DEO.

14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI / CEO/ DEO that is or may be revealed to him by ECI / CEO/ DEO unless specifically authorized to do so in writing by ECI / CEO/ DEO.

15. The Recipient acknowledges that any and all the Confidential Information that maybe disclosed by ECI / CEO/ DEO under this Agreement is the valuable property of ECI / CEO/ DEO and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of ECI / CEO/ DEO will cause ECI / CEO/ DEO to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by ECI / CEO/ DEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI / CEO/ DEO, then ECI / CEO/ DEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement

16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI / CEO/ DEO and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.

17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI / CEO/ DEO. However, the said permission of ECI / CEO/ DEO may be subject to:

17.1 For services - include terms which restrict the deployment of the same personnel who are working on ECI / CEO/ DEO project with any other organization without permission of ECI / CEO/ DEO during engagement with ECI / CEO/ DEO .

17.2 For products - The configuration, deployment details, etc of the products provided by the Recipient to ECI / CEO/ DEO shall not be discussed by the Recipient with any third party.

Penalty

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, ECI / CEO/ DEO & shall be entitled to take appropriate legal action against the . Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI / CEO further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by ECI / CEO/ DEO of the right to prosecute the Recipient for any statutory violation. Miscellaneous

19. Interpretation:

The interpretation of ECI / CEO/ DEO with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in- house mechanism of redressal at ECI / CEO/ DEO has been exhausted.

20. Supersession:

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.

21. Indemnification:

The Recipient agrees to indemnify and hold ECI / CEO/ DEO harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI / CEO/ DEO due to any breach, non- observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

22. Amendments:

The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

23. Severability:

If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

24. Waiver:

The non-exercise of or delay in exercising any power or right by ECI / CEO/ DEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

25. Relationship between the Parties:

Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

26. Notices

Every notice, demand or other communication under this Agreement shall:

26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.

26.2 Be sent to the parties at their PE place of business in India or to such other address as either party may in writing hereafter notify to the other party.

26.3 Be deemed to have been received:

26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

26.3.2 If given by registered AD post or Speed post AD,48 hours after it has been put into post, [To be confirmed] and

26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"

26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;

26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

27. Governing Law and Jurisdiction:

This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate district court only.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Chief Electoral Officer Uttarakhand represented by

Designation: _____

Name: _____

SIGNED AND DELIVERED by and on behalf of _____
[Recipient] Represented by its Authorized Signatory / by Recipient himself, Mr. / Ms.

1. Witness No.1

2. Witness No. 2

FORM BD(IP)-XII

FORMAT OF INTEGRITY PACT

Whereas **Office of Chief Electoral Officer, Uttarakhand , headed by Chief Electoral Officer, Uttarakhand** (hereinafter referred to as the PE and the first party), proposes to award the ***contract of*** ----------

and

M/S ---------- **as a firm**(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Service Provider Agency/ Firm and the second party, is willing to offer/has offered the services.

Whereas the firm / agency is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PE is a Department under Government of Uttarakhand.

1. OBJECTIVES

Now, therefore, the PE and the Service Provider Agency/ Firm agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the PE to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
- Enabling Service Provider Agency/ Firm to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the PE will commit to prevent corruption in any form by their officials by following transparent procedures.

COMMITMENTS OF PE

The PE commits itself to the following:

- The PE undertakes that no official of the PE, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Prospective consultant, either for themselves or for any

person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- . The PE will, during the pre-contract stage, treat all Prospective consultants alike, and will provide to all Prospective consultants the same information and will not provide any such information to any particular Service Provider Agency/ Firm which could afford an advantage to that particular Service Provider Agency/ Firmin comparison to other prospective consultants.
- All the officials of the PE will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the PE, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

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

2. COMMITMENTS OF PROSPECTIVE CONSULTANT

The Service Provider Agency/ Firm commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

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

b. The Service Provider Agency/ Firm further undertakes that he has not given, offered

or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PE or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the PE for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the PE's Organization.

c. The Service Provider Agency/ Firm will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

d. The Service Provider Agency/ Firm will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

e. The Service Provider Agency/ Firm confirms and declares to the PE that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PE, or any of its functionaries, whether officially or unofficially to the award of the contract to the Prospective consultant; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

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

g. The Service Provider Agency/ Firm shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PE as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The Service Provider Agency/ Firm also undertakes to exercise due and adequate care lest any such information is divulged.

h. The Service Provider Agency/ Firm commits to refrain from making any complaint directly or through any other manner without supporting it with full and verifiable facts.

3. The Service Provider Agency/ Firm shall not instigate or cause any third person to commit any of the actions mentioned above.

4. **PREVIOUS TRANSGRESSION**

a. The Service Provider Agency/ Firm declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India, that could justify prospective consultants' exclusion from the tender process.

b. If the Service Provider Agency/ Firm makes incorrect statement on this subject, Service Provider Agency/ Firm can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. COMPANY CODE OF CONDUCT

Prospective consultants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

6. SANCTIONS FOR VIOLATION

i) Any breach of the aforesaid provisions by the Service Provider Agency/ Firm or any one employed by him or acting on the behalf (whether with or without the knowledge of the prospective consultant) or the commission of any offence by the Service Provider Agency/ Firm or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the PE to take all or any one of the following action, wherever required:-

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Service Provider Agency/ Firm and to impound any earnest money deposit, if made by the prospective consultant. However the proceedings with the other prospective consultant(s) would continue.

b) To immediately cancel the contract, if already signed without giving any compensation to the prospective consultant.

c) To recover all sums already paid by the PE, and in case of an Indian Service Provider Agency/ Firm with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Service Provider Agency/ Firm from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the

PE to the Service Provider Agency/ Firmin connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

d) To cancel all or any other Contracts with the prospective consultant.

e) To debar the Service Provider Agency/ Firm from entering into any bid from the PE for a minimum period of five years.

f) To recover all sums paid in violation of this pact by the Prospective consultant(s) to any middleman or agent or broker with a view to securing the contract

g) If the Service Provider Agency/ Firm or any employee of the Service Provider Agency/ Firm or any person acting on behalf of the Prospective consultant, either directly or indirectly, is closely related to any of the officers of the PE, or alternatively, if any close relative of an officer of the PE has financial interest/ stake in the Prospective consultant's firm, the same shall be disclosed by the Service Provider Agency/ Firm at the time of filing of tender. Any failure to disclose the interest involved shall entitle the PE to rescind the contract without payment of any compensation to the Prospective consultant.

h) The term 'close relative' for this purpose would mean spouse whether residing with the PE's employee or not, but not include a spouse separated from the PE's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon PE's employee, but does not include a child or step child who no longer in any way dependent upon the PE's employee or of whose custody the PE's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the PE's employee or to the PE's employee's wife or husband and wholly dependent upon PE's employee.

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

ii) The decision of the PE or his nominee to the effect that the Service Provider Agency/ Firm has committed breach of the provisions of this Integrity Pact shall be final and binding on the

Prospective consultant, however the Service Provider Agency/ Firm can approach monitor (s) appointed for the purpose of this Pact as per the clause mentioned in this Pact agreement

7. FALL CLAUSE

The Service Provider Agency/ Firm undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector undertakings and if it is found at any stage that the similar system or subsystem was supplied by the Service Provider Agency/ Firm to any other Public Sector undertakings at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Service Provider Agency/ Firm to the PE, if the contract has already been concluded.

8. INDEPENDENT EXTERNAL MONITOR(S)

a. The PE can appoint Independent External Monitor for this Pact if required in consultation with State Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Department.
b. The Service Provider Agency/ Firm accepts that the Monitor has the right to access without restriction to all project documentation of the PE including that provided by the Prospective consultant. The Service Provider Agency/ Firm will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
c. The Monitor is under obligation to treat the information and documents of the Prospective consultant(s)/Contractor(s)/Subcontractor(s) with confidentiality. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the PE and request the Management to discontinue or take corrective action, or to take other relevant action.
d. The PE reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated shall examine the case jointly with those whom the case is referred to.

9. EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the PE, the PE or its agencies shall be entitled to examine / investigate the Books of Accounts of the Service Provider Agency/ Firm and the Service Provider Agency/ Firm shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Service Provider Agency/ Firm and the PE.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ***Chief Electoral Officer ,Uttarakhand*** ***Office of Chief Electoral Officer*** ***Uttarakhand, Dehradun***	For and on behalf of Successful bidder
Witness	Witness

SECTION VI
Part-I
Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *Chief Electoral Officer Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Dehradun*

and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its PE place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance
   (b) the Letter of Bid
   (c) the Addenda Nos.____(if any)
   (d) Special Conditions of Contract
   (e) General Conditions of Contract
   (f) the Specification (including Schedule of Requirements and Technical Specifications)
   (g) the completed Schedules (including Price Schedule)
   (h) any other document listed in GCC as forming part of the Contract
   (i) Code of Integrity of Vendor along with debarment of vendor on Fraud and Corruption

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness*

Part-II

CODE OF INTEGRITY FOR SUCCESFUL BIDDER AND DEBARING VENDOR DUE TO FRAUD AND CORRUPTION

(Part of Agreement)

Code of Integrity for Successful Bidder

a) The vendor and his representative shall act in accordance of the code of integrity prescribed in the contract

b) The code of integrity include provisions for: -

a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

I. exclusion of the m vendor from future procurement process;
II. calling-off of pre-contract and forfeiture or encashment of bid security;
III. forfeiture or encashment of any other security or bond relating to the procurement;
IV. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
V. debarment of the bidder from participation in future procurements of the procuring entity

Corrupt, fraudulent and unethical practices:

The Office of CEO Uttarakhand will debar the vendor if successful bidder for future tenders in Office of CEO Uttarakhand if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and

b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, 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 Purchaser of the benefits of free and open competition\

c. "Unethical practice" means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

PART-III

GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids. Definitions For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

j) "Printer" means the natural person, private or, or a combination of the above, whose Application has been accepted for printing of books on basis of technical qualification and is named as such in the Contract Agreement..

k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder. "

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

2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement:

The Contract Agreement constitutes the entire agreement between the Chief Electoral Officer Uttarakhand and the Printer and supersedes all communications, negotiations and agreements (whether written or verbal) of the parties with respect thereto made prior to the date of Contract Agreement. The validity of Contract Agreement will be same rates and conditions of contract.

c) Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver:

Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability:

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

3) Language

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

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation

4) Joint Venture, Consortium or Association

Joint venture, consortium or associations of companies is not allowed to bid.

5) Eligible Goods and Related Services

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance. In this case services means all services as included in scope of work.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item

c) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6) Service of Notice, Documents & Orders

a) A notice, document or order shall be deemed to be served on any individual by –

I. delivering it to the person personally; or

II. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;

III. on a body corporate by leaving, it at, or sending it by post or e-mail to, the registered office of the body corporate.

b) When the procedure laid down in (a) above is followed, service shall be deemed to be affected by properly addressing, preparing and posting the document, notice or order, as the case may be

7) Scope of Supply

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

8) Delivery & Installation

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in Work Order separately. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the nodal officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation

c) The Selected Bidder shall arrange to provide all services as per specifications/scope of work within the specified delivery / completion period at various offices/ locations mentioned in the work order.

9) Supplier's/ Selected Bidder's Responsibilities

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

10) Purchaser's Responsibilities

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

11) Contract Price

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

b) Prices charged by the Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid,

12) Recoveries from Supplier/ Selected Bidder

a) Recovery or penalty for services not rendered shall be made ordinarily from bills.

b) The Officer shall withhold amount to the extent of short supply, or for services of not rendered of scope of work. In case of failure to withhold the amount, it shall be recovered from selected bidder's dues and performance security deposit available with the Office of CEO, Uttarakhand.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the competent authority shall take recourse to law in force.

13) Taxes & Duties

a) The TDS etc., if applicable, shall be deducted at source as per prevailing rates.

b) The successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods and services to the Purchaser.

14) Specifications and Standards

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

The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

15) Insurance

a) The Goods, items and other in fracture used in delivery of desired services shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) The goods and items used for service rendered should be in perfect and working condition. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible. The bidders may visit the sites and obtain additional information at their own cost and responsibility

16) Change orders: The purchaser may at any time, by a written order given to the bidder, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the tenderer's/bidder's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the performance security, Contract Price or delivery schedule, or both, and the contract shall

accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the tenderer's/bidder's receipt of the purchaser's changed order.

17) Change in quantity: If the Purchaser changes the quantities (increase or decrease) of any of the Bided articles the value of the order will vary accordingly. In case Purchaser Purchases less than the quantity indicated in the Bid form, the bidder shall not be entitled to claim any compensation.

18. **Loss of Revenue to the Purchaser:** The bidder shall be vicariously liable to indemnify the Purchaser in case of any misuse of data/information by the bidder, deliberate or otherwise, which comes into the knowledge of the purchaser during the performance or currency of the contract.

19. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made

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

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

b) The bidder shall not, without the purchaser's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.

c) The contractor shall not assign or sublet his contract or any substantial part thereof to any other agency or firm etc.

d) The bidder shall pay the expenses of stamp duty for execution of agreement.

21) Settlement of Disputes

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer Uttarakhand " whose decision shall be final and abided by all stakeholders

22) Legal Jurisdiction:

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

23) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective r to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

24) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Office of CEO in writing of such conditions and cause thereof within05 days of occurrence of such event. Unless otherwise directed byCEO, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 5 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the CEO Uttarakhand may take the case with the supplier/ selected bidder on similar lines.'

25) Termination

a) Termination for Default

i. The tender sanctioning authority of Office of CEO may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 48 Hrs sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the office of CEO , Uttarakhand ; or

b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If Office of CEO terminates the contract in whole or in part, amount of PSD may be forfeited.

b) Termination for Insolvency

The office of CEO may at any time terminate the Contract by giving a written notice of at least -03 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to

c) Termination for Convenience

i. Office of CEO , Uttarakhand , by a written notice of at least 48 Hrs sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

26) Governing Law and Dispute Resolution

a) This Agreement shall, in all respects, be governed by, and construed in Dehradun ,Uttarakhand in accordance with the laws of India. Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:

i) The interpretation or effect of;

ii) The validity, enforceability, or rectification of;

iii) The respective rights or obligations of the Parties; and/or

iv) A breach or the termination or cancellation of this agreement; shall be dealt in accordance with succeeding provisions of this Clause.

2) All disputes shall at first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other Party a request for such consultation.

3) If the Parties are unable to resolve the Dispute in question within seven days of the commencement of negotiations, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the provisions as

4) The venue for arbitration shall be Dehradun Uttarakhand India and the language used in the arbitral proceedings shall be English.

5) The Parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration

Certificate of satisfactory completion of work, regarding the installation of IP-based webcams for audio/video recording and streaming/viewing at polling stations and other designated locations etc. and GPS/GPRS Tracking, as per ECI guidelines for the Assembly General Elections-2027.

It is certified that, in compliance with the contract executed by ..... (name and full address of the firm) in the light of Chief Electoral Officer Uttarakhand's work order no..... dated ....., in the light of the provisions contained in the tender in this regard, the work of audio/video recording-streaming and GPS/GPRS tracking was carried out in the district as per the following details:-

Table-1 for Webcasting

Total polling stations in the district where webcasting/streaming was conducted as per ECI directions.			Total FSTs/SSTs (Flying Squad Teams/Static Surveillance Teams) in the district where PTZ cameras were installed for web streaming.			Total check-posts/ nakas in the district where PTZ cameras were installed for web streaming			Total TV monitors installed for webcasting viewing as per tender agreement		
Total PS	Total Cameras	Total TV	Total FSTs and SSTs	From Date	To date	Total Check posts, Nakas	From Date	To date	Total TV monitors	From Date	To date

Table-2 for GPS/GPRS tracking.

Total ACs in the district	Total TV monitors installed for GPS/GPRS tracking			Total FSTs/SSTs vehicles on which GPS/GPRS devices installed.			Total Zonal and sector magistrates' vehicles on which GPS/GPRS devices installed.			Total Polling Parties vehicles on which GPS/GPRS devices installed.		
	Total TV	From Date	To Date	Total FSTs and SSTs	From Date	To date	Total Zonal and sector magistrates	From Date	To date	Total Polling parties vehicle	From Date	To date

It is also to be clarified that the work was executed by the above-mentioned firm in a satisfactory manner, in accordance with the provisions stipulated in the contract. The entire data pertaining to the webcasting /streaming and GPS/GPRS tracking during election process has been provided on a hard disk, which is now securely held in the office.

Signature of Nodal Officer	Signature of Dy.DEO	Signature of DEO
Name.....	Name.....	Name.....
Designation.....	Designation.....	Designation.....