

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
OLD ST.STEPHEN'S COLLEGE BUILDING,
KASHMERE GATE, DELHI-110006

No.F.CEO/P& I/1306/Vol.III /2023-24 4676

Date:13.11.2024

CORRIGENDUM-CUM-CLARIFICATION

Sub: GeM Bid No. GEM/2024/B/5575264 dated 05/11/2024.

The CEO Office, Delhi floated a Bid No. GEM/2024/B/5575264 dated 05/11/2024 on GeM for Installation and implementation of Live web casting and Queue management solutions for Delhi Legislative Assembly Election (DLAE), 2025 for the NCT of Delhi. This department examined all the queries raised by the vendors on GeM as well as during the pre-bid meeting held on 11.11.2024. Accordingly, the following corrigendum is issued for the information of all prospective vendors.

The following terms and conditions of the tender document uploaded in GeM Bid No. GEM/2024/B/5575264 dated 05/11/2024 is modified as below :

Clause number	The existing Specification as per tender document uploaded in GeM Bid No. GEM/2024/B/5575264 dated 05/11/2024	The Modified Specification shall be read as below
1. <u>Fact Sheet</u> - Date of Presentation by Bidders	11.00 AM on 20th November, 2024 Venue: Conference Hall, Office of the CEO, Delhi.	11.00 AM on 25th November, 2024 Venue: Conference Hall, Office of the CEO, Delhi.
4. <u>General Instructions</u>	4. dd. The failure of the selected vendor to implement the web casting and queue management solutions successfully, will lead to levying of penalty as provided in the tender document besides, black listing of the vendor for five years.


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6. <u>Proposals Documents to be submitted along with Technical Bid;</u>	As mentioned in the GeM Bid No. GEM/2024/B/5575264 dated 05/11/2024	As proposed in Annexure 1 enclosed with this corrigendum
7. <u>Technical Evaluation</u>	As mentioned in the GeM Bid No. GEM/2024/B/5575264 dated 05/11/2024	As proposed in Annexure 2 enclosed with this corrigendum

Rest of the content of the tender document uploaded in GeM Bid No. GEM/2024/B/5575264 dated 05/11/2024 on GeM for Installation and implementation of Live web casting and Queue management solutions for Delhi Legislative Assembly Election (DLAE), 2025 for the NCT of Delhi will remains same.

This issues with the approval of the Chief Electoral Officer, Delhi.


 (BHUPENDRA KUMAR)
 Deputy Chief Electoral Officer (P&I)

6. Proposals

The Proposals should be submitted as per below (as per the format prescribed in this tender wherever applicable)

Documents to be submitted along with Technical Bid:

1. Duly signed copy of **GST Registration certificate in India.**
2. Documentary proof for **Annual Turn Over and Net worth** as mentioned at Clause 5 : Technical Eligibility Conditions. (**Certificate from Registered Chartered Accountant only**)
3. Duly **signed copy of this E-TENDER** along with the corrigendum as a token of agreement for all terms & conditions and for the scope of work.
4. Copy of the **EMD / Bid Security or relevant certificate for EMD exemption.** Original EMD should be submitted at the office of the Chief Electoral Officer, Delhi before the due date and time fixed for Bid submission.
5. Duly signed letter of undertaking for Non – Black listing – **duly notarized in Stamp paper of Rs 100/-**
6. **Duly signed copy of an appropriate board resolution or power of attorney** in the name of an authorized signatory of the Bidder stating that he/she is authorized to execute documents and to undertake any activity associated with the Bidder's proposal wherever applicable

Note 1:

The above Six Documents are mandatory documents and bids without the above Six mandatory documents will not be considered for evaluation and shall be summarily rejected.

Further the following documents shall also be submitted along with the technical bid :

1. Duly signed Bidders profile in 3-4 pages.
2. Documentary proof for the **legal entity** as mentioned at Clause 5 : Technical Eligibility Conditions.
3. Documentary proof for **Annual Financial Turnover** as mentioned at Clause 7 of this tender document. (Certificate from Registered Chartered Accountant only)
4. Documentary proof for **Technical Experience** as mentioned at Clause 7 of this tender document. (Work orders / Sanction order/ payment orders /Experience certificate/ CRAC generated through GeM portal)
5. Certificate from Registered Chartered Accountant stating that the bidder is having his/her **own Web portal / VMS for poll day live web casting** and did not use any third party or


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white labelled VMS and **other supporting documents to prove that** the vendors own VMS solution hosted in their own registered domain in a secured MeitY empanelled cloud environment. **Clause 7 of this tender document.**

6. **Self-Declaration Certificate** for Resource Persons and Technical implementation as mentioned at Clause 5 : Eligibility Conditions

Note 2:

1. All the supporting documents to be signed on each page and submitted online in GeM portal only along with technical bid **before the due date and time fixed for submission of the bid.**
2. Any document submitted on physical mode shall not be considered for technical evaluation.

The following documents shall have to be submitted by the successful bidder within one week after issuing of work offer along with Performance Security.

1. Duly signed Non – Disclosure Agreement – **duly notarized in Stamp paper of Rs 100/-**
2. Duly signed and **notarized affidavit** for Political neutrality **in Stamp paper of Rs 100/-**
3. Duly signed undertaking for Non – Retention – **duly notarized in Stamp paper of Rs 100/-**

A handwritten signature in blue ink, followed by the date 13/11/2024, also written in blue ink. The signature is stylized and appears to be 'B. D. Me'.

7. Technical Evaluation

The duly constituted Tender Evaluation Committee (TEC) / Purchase Committee will examine the Technical Documents and Technical Proposal against the Evaluation Criteria as per eligibility conditions. The evaluation will be conducted based on the supporting documents submitted by the vendors. Intimation of Financial quote opening shall be done separately to all technically qualified Bidders.

S. No	Parameters	Weightage (Marks)
1	Turn over (Annual Average Turn Over for last three FY ending March, 2024) a) Annual Average Turn Over of 20 Crore and above but less than 30 Crore - 10 Marks b) Annual Average Turn Over of 30 Crore and above but less than 40 Crore - 15 Marks c) Annual Average Turn Over 40 crore and above – 20 Marks	020
2	Technical Experience a) One work of live web casting on poll day with a minimum value of Rs 20 crore in single phase / Single day of election in any state/UT of India on behalf of Election Commission of India or One work of live web casting on poll day with 28000 web cameras in single phase / Single day of election in any state/UT of India on behalf of Election Commission of India – 30 marks. b) Five marks for each work of web casting on poll day with a minimum value of Rs. Five crore in single phase / Single day of election in any state/UT of India on behalf of Election Commission of India or Five marks for each work of web casting on poll day with minimum of 7000 web cameras in single phase / Single day of election in any state/UT of India on behalf of Election Commission of India – Maximum of 20 Marks.	050
3	Own Web Portal for Web Casting / Video Monitoring Software.	010
4	Presentation on Web casting and Queue Management solution including bidder profile and certification like ISO, CMMI etc.,	020
	Total	100

Only those bidders who have secured at least 70 marks in the technical bid evaluation shall be considered as Technically qualified. However, the CEO, Delhi reserves the right to reduce the qualification marks i.e 70 marks at any stage in case sufficient bidders are not got qualified at the technical evaluation.

Note

1. Web casting works which were executed by using IP based HD web cameras – based audio


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- and video from multiple locations; with direct, real-time, live web casting by using internet in a single phase / single day election during State Assembly Elections and / or Lok Sabha Elections for Election Commission of India during the last three (03) years i.e Web casting works actually executed from 1st April, 2021 to till the last date fixed for submission of bid, shall only be considered for technical experience.
2. Only the own VMS solution hosted in their own registered domain in a secured MeitY empaneled cloud environment is eligible for 10 marks. The bidders shall submit the CA certificate and other supporting documents along with technical proposal.
 3. Live web casting work done on polling stations on single poll day (both inside and outside polling stations) only be considered for technical evaluation. Web casting work done on other poll process like FLC, counting centers, check posts, PTZ camera etc., shall not be considered for technical evaluation.


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GeM Tender for “Selection of Vendor for Installation and implementation of Live Web casting and Queue management solutions during the Delhi Legislative Assembly Election (DLAE), 2025 for the NCT of Delhi”.

E - Tender No: CEO / P&I / 1306 / 2023-24 / Vol. III
Date of Publishing the GeM tender: 05th November, 2024

Office of the Chief Electoral Officer, Delhi
Old St. Stephen's College Building
Kashmere Gate, Delhi – 110006



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Disclaimer

1. The information contained in this e-tender document or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of CEO, Delhi or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this E-TENDER and all other terms and conditions subject to which such information is provided.

2. This E-TENDER is not an Agreement and is neither an offer nor an invitation by the office of CEO, DELHI to the Bidders or any other person, but an invitation to receive responses from eligible, interested parties for Installation and implementation of Live Web Casting Solution and Queue Management application during the Delhi Legislative Assembly Election (DLAE), 2025 for the NCT of Delhi. The purpose of this E-TENDER is to provide interested parties with information that may be useful to them in the formulation of their Bids. The information contained in this E-TENDER has been provided to the best of knowledge of office of the CEO, DELHI and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. This E-TENDER includes statements which reflect various assumptions and assessments arrived at by the office of the CEO, DELHI in relation to the project.

3. While reasonable care has been taken in providing information in this E-TENDER, the bidders are advised not to rely on this information only, but also carry out their independent assessment and due diligence and risk analysis before submitting their response to this E-TENDER. Further, the Bidders are advised to conduct their own analysis of the information contained in this E-TENDER, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the office of the CEO, DELHI and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this E-TENDER.

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4. The information contained in this E-TENDER is subject to update, expansion, revision and amendment prior to the last day of submission of the Bids at the sole discretion of the office of the CEO, DELHI. In case any major revisions to this E-TENDER are made by the office of the CEO, DELHI preceding the last date of submission of the Bids, the office of the CEO, DELHI may, at his discretion, provide reasonable additional time to the Bidders to respond to this E-TENDER. Neither CEO, DELHI nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this E-TENDER.

5. The CEO, DELHI, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-TENDER.



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e-tender through GeM

Selection of Vendor for Installation and implementation of Webcasting Solutions and Queue Management application during the Delhi Legislative Assembly Election (DLAE) - 2025 for the NCT of Delhi.

Bids are invited from qualified and experienced agencies / interested parties for Installation and implementation of Live Webcasting services (Recording, Viewing, & other Services) and Queue Management application during the Delhi Legislative Assembly Election (DLAE) - 2025 for the NCT of Delhi.

Interested Bidders, who qualify as per the criteria mentioned in the document, may submit their proposals through GeM by **18th November 2024 till 3:00 PM** on the GeM portal.

The detailed E-TENDER document can also be downloaded from the website:
<https://www.ceodelhi.gov.in/>

**Dy. CEO (P&I),
Office of CEO, DELHI**

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1. Fact Sheet

Item	Description
Name of the Purchaser	Chief Electoral Officer, DELHI
Tender Inviting Authority	Chief Electoral Officer, DELHI
Job Requirement	Installation and implementation of Live Webcasting Services (Recording, Viewing, & other Services) and Queue Management Application during the Delhi Legislative Assembly Election - 2025 for the NCT of Delhi.
Method of Selection	The method of selection is Quality and Cost Based Selection (QCBS) as provided in Chapter three (03) and Six (06) of Manual for Procurement of consultancy & other Services issued by Ministry of Finance, GoI.
Date of E-TENDER issue	5th November, 2024
Last date for Submission of Pre- Bid Queries	All the queries should be received on or before 10th November, 2024 till 6 PM through email only with subject line as follows: "E-TENDER for Selection of Vendor for Installation and implementation of Live Webcasting services (Recording, Viewing, & other Services) and Queue Management Application during the Delhi Legislative Assembly Election - 2025 for the NCT of Delhi" _<Bidder's Name>". The Pre-Bid queries to be sent to the following Email ID: <i>eoproc11@gmail.com</i>

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Item	Description
Date and time for Pre-bid meeting	11.00 AM 11th November, 2024 at the office of the Chief Electoral Officer, Delhi.
Publishing of Responses to pre-bid queries / corrigendum by CEO, DELHI -Date	Note: CEO, Delhi shall not be obligated to respond to any or all the queries. CEO, Delhi may, at its sole discretion, choose to publish responses to the pre-bid queries and /or any corrigendum on GeM portal or may send the same through e-mail or any other means by 13th November, 2024 .
Last date and time for Bid / Proposal submission on GeM (on or before)	18th November, 2024 3:00 PM Proposals shall be uploaded in the format and mode as provided in the GeM portal only. Any proposal submitted through any mode other than GeM shall be summarily rejected.
Technical Qualification Bid Opening	18th November, 2024 5:00 PM Venue: To be opened online
Date of Presentation by Bidders	11.00 AM 20th November, 2024 Venue: Office of the CEO, Delhi.
Result of Technical Evaluation & Date and time for Opening of Financial Bids.	To be intimated later to technically qualified Bidders
Language of Bid Submission	Proposals should be submitted in English only. Documents in other language shall be submitted only along with their English translation.
Taxes	As per government norms and the terms of the Agreement.
Estimated Cost	Rs. 19.60 Crore excluding GST.
Bid document Fees	NIL
Earnest Money Deposit (EMD)	Bid Security (Earnest Money Deposit) for an amount of Rs 75,00,000 (Seventy-Five Lakhs Only) in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of "DDO, CEO, DELHI" . Scanned copies of payment of EMD as applicable shall be submitted online on the GeM portal



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	<p>and the original EMD shall also be physically submitted to the office of CEO, Delhi by bidder before the due date and time of bid submission end date i.e 18th November, 2024 till 3:00 PM failing which the tender/ bid shall be rejected without giving any opportunity.</p> <p>In case of MSME / Start Ups, the bidder shall upload the valid documents issued by the competent authority / GoI in this regard for seeking exemption from submission of EMD. GoI policy on EMD exemption is applicable in this tender subject to submission of relevant documents by the bidders.</p>
Bid Validity	Proposals must remain valid up to 180(One Hundred and Eighty) days from the last date of submission of the Bids
Contract Period	The contract will be valid for a period of Six Months from the Effective date of Agreement. However, the same may be further extendable on mutual consent.
Currency	Currency in which the Bidders will quote the price and will receive payment is INR only.
Name and Address for Communication and seeking clarifications	Sh. Bhupendra Kumar, Deputy Chief Electoral Officer (P&I), Office of the Chief Electoral Officer, Old St. Stephen College Building, Kashmere Gate, Delhi – 110006. Mail Id : eoproc11@gmail.com Phone number : 011 - 21320034

Note:

- a. The above date, time and venue may be altered by the office of the CEO, DELHI at its sole discretion. Some of the information provided in the above Fact Sheet is further elaborated in the subsequent sections of this E-TENDER and the information provided in the Fact Sheet and subsequent sections of this E-TENDER are to be read in conjunction and are to be interpreted harmoniously.
- b. Tender Response and supporting documents shall be uploaded through GeM portal only.
- c. The bidder shall be liable for *add case* i.e theft, fire, riots, natural calamities etc., The bidder shall be liable to bear all costs, damage of material or lives as the case may be. The office of the CEO, Delhi shall not be liable to bear any such liabilities.



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2. E-tender proposal through GeM

Online tender through GeM portal are invited from qualified and experienced agencies with end -To - end solution as detailed out in the scope of work under **clause 16 of this E-TENDER document**. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in **Clause 5.0 and Clause 7.0 of this E-TENDER document**.

2.1 Earnest Money Deposit (EMD)

Every Bidder, participating in the procurement process (Except the exempted the category as per GoI policy) will be required to furnish the EMD as specified in the Tender Schedule.

- a) Bid Security (Earnest Money Deposit) for an amount of **Rs 75,00,000/- (Seventy Five Lakhs Only)** in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of **"DDO, CEO, DELHI"** shall be submitted along with the Bid document. The EMD shall be valid for 45 days beyond the bid validity period. EMD will be returned within 30 days of opening the bid / award of the tender and will not carry any interest. It will be dealt with as provided in the tender.
- b) The EMD taken from a Bidder shall be forfeited in the following cases, namely:
 1. When the Bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 2. When the Bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 3. When the Bidder does not deposit the Performance Guarantee (PG) within the specified period after the supply / work offer is placed;
 4. If any bidder alters / modifies the bid after the bid opening.
- c) If the Bidder breaches any provision of code of integrity prescribed for Bidders specified in the bidding document or as per the government rules, the CEO, DELHI reserves right to terminate the contract.
- d). However, notice will be given to the Bidder with a reasonable time before the EMD is forfeited.

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3. **Preamble**

The Election Commission of India has directed that Live Webcasting solutions of poll proceedings on poll day shall be taken up at Polling Stations of the General Election to Delhi Legislative Assembly Election-2025 using IP based Webcam/ HD Camera and connectivity of either 5G/4G, for effective monitoring of Poll process at the Polling Stations without compromising the secrecy of voting in connection with DLAE-2025. The web casting is proposed based on local availability of connectivity in line with the directions of Election Commission of India, the prime connectivity (5G/4G) should be through reliable ISP. Besides, CEO, Delhi also proposes to implement Queue management application to provide real-time queue / waiting period details at the polling stations to voters by leveraging AI tools and mobile Apps. All the cost towards SIMs, Data, Solution, Cameras, Manpower, mobile Apps, digital platforms and all incidental items including installations and execution in the scope of work should be borne by bidders. The connectivity could be decided based on the best signal and as per the requirement of CEO Office/DEOs/ ROs.

The Bidder who fulfill the eligibility criteria, are requested for response towards the Webcasting solutions and related services for Delhi Legislative Assembly Election - 2025 as per the technical specifications & Scope of Work as mentioned in **Clause 16 and terms and conditions** as laid down.

The selected vendor shall be required to work closely with the officials of the office of the District Election Officers / Returning Officer concerned to complete the work required, up to their satisfaction. The selected vendors shall be required to pass through Technical & Financial evaluation.

Note: The actual requirement may vary as per site requirement as assessed by DEOs/ROs.



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4. General Instructions

General Guidelines

- (a) It must be clearly understood that the terms and conditions and specifications are intended to be strictly enforced. No escalation of cost by the vendors 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.
- (b) The Successful Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.
- (c) The Successful Bidder should be fully and completely responsible to the office of the Chief Electoral Officer, Delhi.
- (d) The Successful Bidder should be fully and completely responsible to the office of the CEO and the DEOs / ROs for all the deliveries and deliverables.
- (e) Successful Bidder shall bear the cost of CAPEX / OPEX for implementation of scope of work.
- (f) Successful Bidder should set up Operating System, Data Base and other Software Applications to host the platform on the hardware in their data centre (Which should be in India).
- (g) Successful Bidder should procure all necessary software licenses, equipment, network elements and support required for implementing the live web casting and queue management solution during DLAE-2025. No unauthorized / illegal software / hardware to be used.
- (h) Arranging, managing and training of manpower and training of field staff and officers of the state/district/head quarter/control room/polling booths etc., will be the responsibility of Successful Bidder.
- (i) Successful Bidder should operate & maintain all equipment and software 24X7 and regular monitoring as per requirement. Central helpdesk and District Level Help Desk should function 24X7 for technical support during the Election period.
- (j) Successful Bidder should develop central reporting portal (with Dashboard feature) showing the real-time progress/status of polling and central monitoring portals in real time. Detailed reports should be accessible, when a State/District/Polling Booth/ is clicked on the central reporting portal. The central reporting portal should show the details of web camera's installed in the polling stations, its functioning and manpower deployed to monitor the web casting and queue management solutions at the polling station level.

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- (k) The Vendor shall arrange GSM SIM cards with suitable plan providing sufficient SMS, 5G/4G data packs on his own at his expenses.
- (l) Successful Bidder shall submit **Performance Guarantee of Five Percent (5 %)** of the cost of the work order.
- (m) Deadline / last date for signing contract: Within 07 working days of issue of work offer.
- (n) The Successful Bidder need to fine tune the solution as per the ECI / CEO requirements and should implement the same to the satisfaction of ECI /CEO, Delhi with no extra costs.
- (o) The solution needs to be scalable and adaptable for new requirements in terms of technical features and scalability to handle additional locations if any, added for Webcasting and queue management solutions.
- (p) The Technical solution should be such that the cameras for live webcasting, monitoring, streaming website and queue management solution should be compatible with each other for seamless integration.
- (q) Demo should be arranged any time after submission of proposal by the Bidder as per instruction given from the CEO office to the eligible Bidder qualifying above all points and complied with the scope of work and technical specifications.
- (r) The Bidder should not hold any sanction / black-listing by any Government / semi government agency or any Multi- Lateral Donor Body like World Bank, ADB, JICA, etc. during the past 03 years i.e from 1st April, 2021 till the awarding of the work order (even if the sanction / black-list was subsequently withdrawn, the details shall be shared).
- (s) If the selected bidder (L1) fails to perform the task, the work shall be carried out through the next successful bidder or from the open market as the case may be, at the cost and risk of the L1 bidder. The decision of CEO, Delhi will be final in this regard.
- (t) The CEO, Delhi reserves the right to change the schedule of the bidding process. Please visit the GeM portal for regular update.
- (u) In case of any ambiguity in the interpretation of any clause in the e-tender documents, the interpretation of the clause by the office of the CEO, Delhi shall be final and binding on the bidder. The decision of the office of the CEO, Delhi in the process of tender evaluation shall be full and final.
- (v) The bidder shall not be allowed to make any deviation whatsoever from the terms and conditions and technical specifications specified in this e-tender document.
- (w) Any attempt by a bidder to influence the CEO, Delhi in the evaluation of the bids / contract award decision may result in the rejection of its bid. If any bidder wishes to contact the office of the CEO, Delhi during / after opening of the bids but before award of



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contract, he /she may do so only in writing.

- (x) Failure of the successful bidder to agree with the terms and conditions of the bid / contract shall constitute sufficient ground for the annulment of the proposal or the award, in such event, CEO, Delhi would reject the proposal and forfeit the EMD / PG as the case may be.
- (y) A certificate as per the provisions of the Bharatiya Sakashya Adhinium, 2023 (earlier Section 65B of Indian Evidence Act, 1872) shall necessarily be given by the bidder before releasing the payment.
- (z) The bidder has to ensure that the IT system is duly following the IT Act of the GoI and all provisions of the cyber security issued by ECI / GoI from time to time.
- (aa) The successful bidder has to maintain secrecy of the complete work and in case of breach of secrecy; appropriate legal action shall be initiated against the bidder.
- (bb) The web portal / VMS and all the associated Apps must have been audited for the web application security assessment and certified by CERT-IN empaneled auditor before deployment.
- (cc) The VMS / web portal must support the mobile App.

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5. **Technical Eligibility Conditions:**

S.No	Requirement	Eligibility Criteria	Supported documents to be submitted
1.	Legal Entity	The Bidder should be a registered legal entity in India	Copy of certificate of Incorporation or any other relevant documents to be submitted.
2	Earnest Money Deposit (EMD)	Bid Security (Earnest Money Deposit) for an amount of Rs 75,00,000/- (Seventy Five Lakhs only) in the form of an Account Payee DD/ Pay Order/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee in an acceptable form in favor of "DDO, CEO, DELHI" . The EMD shall be valid for 45 days beyond the bid validity period.	Copy of the EMD to be uploaded along with the bid in the GeM portal and hard copy of the same should be deposited in the P&I Branch before the due date and time fixed for submission of bid. In case of MSME / Start Ups, the bidder shall upload the valid documents issued by the competent authority / GoI in this regard for seeking exemption from submission of EMD. GoI policy on EMD exemption is applicable in this tender subject to submission of relevant documents by the bidders.
3	Turn Over and Networth	Average Annual financial turn over during the last three Financial years, ending 31 st March, 2024 should be at least Rs 20 Crore. The legal entity should have a positive net worth during the last three Financial years, ending 31 st March, 2024.	Bidder shall submit a Certificate from the Chartered Accountant in support of turnover and positive net worth for the last three Financial years, ending 31 st March, 2024, dully counter signed by the bidder. No other documents shall be considered valid for this purpose.
4	Technical Capability / Past Experience	As provided at Clause 7.0 of this tender document.	Self-Attested copies of work order / Sanction order / payment order / CRAC generated through GeM from the customers should be submitted.

			The work order / Sanction order / payment order shall be issued by competent authorities of the same organization / department.
5.	Resource	The Bidder should have the capability to arrange for sufficient resource and skilled manpower to carry out the work as per this E-TENDER.	The Bidder shall submit a self-Declaration certificate for the same.
6.	Technical implementation	The selected Bidder will have to setup the required equipment and related peripherals and carry out necessary integration at various Polling Booths across the NCT of Delhi. District Election Officers (DEO's) / Returning Officers across the NCT of Delhi will coordinate with the selected vendor in the deployment of technical staff of the successful Bidder. The successful Bidder shall provide required manpower for all locations for polling and other election related activities as per this E-TENDER.	The Bidder shall submit a self-Declaration certificate for the same.

Note:

1. A consortium of bidders is not allowed to participate in this E-TENDER. Any bid submitted by a consortium will be rejected.
2. If any bidder submits an experience certificate in name of consortium, the bidder must submit the consortium agreement or any other legally valid document to determine the portion of works executed by the bidder.
3. Sub-contracting of any work resulting from the E-TENDER is not allowed, except where the E-TENDER explicitly allows for the bidder to enter into a contract with a third party.



6. Proposals

The Proposals should be submitted as per below (as per the format prescribed in this tender wherever applicable)

Documents to be submitted along with Technical Bid:

1. Duly signed Bidders profile in 3-4 pages.
2. Duly signed copy of **GST Registration certificate in India.** ✓
3. Documentary proof for the **legal entity** as mentioned at Clause 5 : Technical Eligibility Conditions.
4. Documentary proof for **Annual Financial Turnover and Net worth** as mentioned at Clause 5 : Technical Eligibility Conditions. (Certificate from Registered Chartered Accountant only)
5. Documentary proof for **Technical Experience** as mentioned at Clause 7 of this tender document. (Work orders / Sanction order/ payment orders/ CRAC generated through GeM portal)
6. Certificate from Registered Chartered Accountant stating that the bidder is having his/her **own Web portal / VMS for poll day live web casting** and did not use any third party or white labelled VMS.
- ✓7. Duly **signed copy of this E-TENDER** as a token of agreement for all terms & conditions and for the scope of work.
- ✓8. Copy of the **EMD / Bid Security or relevant certificate for EMD exemption.** Original EMD should be submitted at the office of the Chief Electoral Officer, Delhi before the due date and time fixed for Bid submission.
9. **Self-Declaration Certificate** for Resource Persons and Technical implementation as mentioned at Clause 5 : Eligibility Conditions
10. Duly signed Non – Disclosure Agreement – **duly notarized in Stamp paper of Rs 100/-**
11. Duly signed and **notarized affidavit** for Political neutrality in **Stamp paper of Rs 100/-**
- ✓12. Duly signed letter of undertaking for Non – Black listing – **duly notarized in Stamp paper of Rs 100/-**
13. Duly signed undertaking for Non – Retention – **duly notarized in Stamp paper of Rs 100/-**
- ✓14. Duly signed copy of an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he/she is authorized to execute documents and to undertake any activity associated with the Bidder's proposal wherever applicable.
15. All the supporting documents to be signed on each page and submitted online.
16. Any document submitted on physical mode shall not be considered for technical evaluation.



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Documents to be submitted along with Financial Bid:

1. The BOQ shall be filled online in GeM portal only in the space provided for quoting the Financial bid details.
2. Prices shall be quoted in Indian Rupees only (INR).
3. The price quoted should be inclusive of all charges and taxes including manpower, installation, transportation, material cost etc., but excluding GST.
4. Bid will be awarded to the lowest bidder as per QCBS method.
5. Financial bids of only technically qualified bidders will be considered.

Modification and withdrawal of Bids

- i. No Bidder is allowed to modify or withdraw the bid after the due date and time fixed for the bid submission.
- ii. No bid can be modified or withdrawn subsequent to the deadline for submission of bids.

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7. TECHNICAL Evaluation

The duly constituted Tender Evaluation Committee (TEC) / Purchase Committee will examine the Technical Documents and Technical Proposal against the Evaluation Criteria as per eligibility conditions. The evaluation will be conducted based on the supporting documents submitted by the vendors. Intimation of Financial quote opening shall be done separately to all technically qualified Bidders.

S. No	Parameters	Weightage (Marks)
1	Turn over (Annual Average Turn Over for last three FY ending March, 2024) a) Annual Average Turn Over of 20 Crore – 05 Marks b) Annual Average Turn Over of above 20-30 crore- 10 Marks c) Annual Average Turn Over of above 30-40 crore -15 Marks d) Annual Average Turn Over above 40 crore – 20 Marks	020
2	Technical Experience a) One work of live web casting on poll day with a minimum value of Rs 20 crore or 28000 web cameras in single phase / Single day of election in any state/UT of India on behalf of Election Commission of India – 20 marks. b) Additional five marks for each work of web casting on poll day with a minimum value of Rs Five crore or 7000 web cameras in single phase / Single day of election in any state/UT of India on behalf of Election Commission of India – Maximum of 30 Marks.	050
3	Own Web Portal for Web Casting / Video Monitoring Software.	010
4	Presentation on Web casting and Queue Management solution	020
	Total	100

Only those bidders who have secured at least 70 marks in the technical bid evaluation shall be considered as Technically qualified. However, the CEO, Delhi reserves the right to reduce the qualification marks i.e 70 marks at any stage in case sufficient bidders are not got qualified at the technical evaluation.

Note

1. Web casting works which are done by using IP based HD web cameras – based audio and video from multiple locations; with direct, real-time, live web casting by using internet during State Assembly Elections and / or Lok Sabha Elections during the last three (03) years ending March, 2024 and current financial year i.e From 1st April, 2021 to till the last date fixed for submission of bid, shall only be considered for technical experience.
2. Only the own VMS solution hosted in their own registered domain in a secured MeITy empaneled cloud environment is eligible for 10 marks. The bidders shall submit the CA certificate and other supporting documents along with technical proposal.
3. Live web casting work done on polling stations on poll day (both inside and outside polling stations) only be considered for technical evaluation. Web casting work done on other poll process like FLC, Counting etc., shall not be considered for technical evaluation.

8. Financial Evaluation

The bidder will be selected by using Quality and Cost Based Selection (QCBS) method. Technical proposal shall have 70 % weightage and Financial Proposal shall have 30% weightage. The Lowest bidder shall be selected by combining the Technical score and Financial score of the bidders as provided in **Chapter three (03) and Six (06) of Manual for Procurement of consultancy & other Services** issued by Ministry of Finance, GoI.

The Financial Quote should be submitted as per BOQ given in this E-TENDER. However, BOQ shall be uploaded online in the GeM portal only. BOQ submitted in any other mode shall be rejected.

- i The technically qualified Bidders only will be considered for financial bid opening and evaluation.
- ii The Price Quote Format (BOQ) should not be changed or altered or tampered. If the Quote form is found to be tampered; the quote will be summarily rejected.
- iii The quote should not contain any conditional offers or variation clauses otherwise, the Quotes will be summarily rejected.
- iv The cost/price quoted by the Bidder shall include the cost and expenses on all counts viz. cost of equipment, transportation, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc. and any other cost involved in the delivery of service except GST.
- v The rates quoted by the Bidder shall be kept firm during the contract period.
- vi Escalation of cost will not be **permitted** during the contract period.
- vii Partial Quote is not allowed. Failure to submit the offer as per BoQ or partial offer will be liable for rejection of the Quote itself.
- viii The Financial Quote excluding GST shall be taken up for QCBS method evaluation.



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9. Release of Work Order

After completion of the bid process, Work Order for the provisioning as per items mentioned in scope of work will be issued to the Selected Bidder by the office of the CEO, DELHI. The supply and payment will be based on the Work Order(s) issued and actual work executed during the DLAE-2025.



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10. Execution of Work Order

The awarded Bidder should nominate a Project Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions and intimate CEO, DELHI / his representatives. The Selected Vendor should ensure that the Project Manager is fully familiarized with the specifications, Conditions, Scope of Work and deliverables. The Project Manager should setup his office and be stationed in Delhi, during the entire duration of the scope of work i.e. during preparation, execution and post processing, concluding activities.

The actions against defaulting vendors can be broadly classified as:-

- i. Forfeiture of EMD/PG;
- ii. Termination of contract.
- iii. Banning /Black Listing of the vendor.

Banning / Black Listing of the vendor with a defaulting Bidder is warranted in case of

- i. Breach of any contractual obligation;
- ii. Detection of an offence involving moral turpitude in relation to business dealing; or
- iii. An offence of malpractices, etc. which, if established, will warrant banning of business dealing.

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11. Release of Payment

The following are the conditions precedent for release of any payment by the office of the CEO, DELHI

- i. Signing of contract
- ii. Signing of Non-Disclosure Agreement and non-retention agreement
- iii. Submission of Installation and Execution certificate from DEO / RO concerned.
- iv. Penalty/deduction amount, if any imposed by the CEO Delhi, will be deducted from the payment due to the successful Bidder.
- v. Successful Bidders shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.
- vi. No advance Payment will be made.
- vii. Payment will be made by CEO Office only after deduction of applicable statutory taxes and levies and penalties if any
- viii. Payment shall be made only after successful completion of the work as mentioned in this E-TENDER.



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12. Right to Terminate the Process

1. CEO, DELHI may terminate the E-TENDER process at any time and without assigning any reason. CEO, DELHI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This E-TENDER does not constitute an offer by the CEO, DELHI. The Bidder's participation in this process may result in CEO, DELHI selecting the successful Bidder to engage towards execution of the subsequent contract.

13. Bid Validity Period

1. The bid shall remain valid up to 180 (One Hundred and Eighty) days from the last date of submission of the Bids.
2. CEO, DELHI may request the Bidder for an extension of the period of validity of the Proposal(s) up to 90 more days at a time, due the time involved in Bid process management. Bidders will have the right to refuse to extend the validity of bids beyond the said 180 days period and to withdraw the bids. The request and the responses thereto shall be made in writing (or by fax or email).

14. Bidder's authorized signatory

The Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he/she is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the GeM portal.

15. Proposal Preparation Costs

The Bidder shall bear all costs incurred in connection with participation in the E-TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation and submission of proposal, in providing any additional information required by CEO, DELHI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CEO, DELHI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.



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16. Scope of the Work :

Live Web Streaming on poll day (Audio and Video Recording & Viewing) and Queue management solution:

There are 13033 polling stations available at present in Delhi. The office of the CEO, Delhi intend to implement live web casting and queue management solution in all the polling stations in Delhi i.e. 13033. However, additional Auxiliary polling stations are generally set up during the Election period as per the directions received from ECI from time to time.

The Bidder has to undertake the live web casting (both audio & video) and queue management solutions on approximately 14000 Polling Stations at various locations in Delhi in association with the District Election Officers / Returning Officers on polling day during the Delhi Legislative Assembly Election 2025, 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 scope of work described below.

- (a) Supply, installation, commissioning, and implementation of the web- based audio & video streaming software in the server set up in the secured cloud environment. The Chief Electoral Officer (CEO), Delhi, shall not provide any hardware or software apart from the required space. The server setup should be in India.
- (b) Supply and installation of IP- based HD web cameras with internet connectivity for **recording and storage of Video and Audio to be used** in the identified polling stations on the polling day **along with required manpower** (one manpower for polling locations having five (05) polling stations; two manpower for polling locations having 6 - 10 polling stations and three manpower for polling locations having more than 10 polling stations), to operate them to web stream the live data on poll day.
- (c) Lease line with adequate bandwidth for use at **Eleven District Election Officers (DEOs) Control rooms as well as State / CEO control room for live web casting on poll day.**
- (d) Deployment of **LED TVs (55 inch and above)** at each **DEOs control room as well as CEO control room on polling day along with manpower to view the live data** (Live webcasting) on poll day. The details are as under:-



1	CEO Control room @ one LED TV / district.	11
2	District Election Officer Control Room @ one LED TV per AC for 70 ACs	70

- e. The selected bidder must have / **make a mobile App for live tracking of web casting** camera installations to track the progress and for effective monitoring.
- f. **Queue Management solution** to provide the real-time data of voters waiting at the polling stations to voters in Delhi. The selected bidder shall develop a mobile application to provide the real time data to voters of Delhi by using AI technology.
- g. **100 % power back up for all the Web cameras installed** at the polling stations to ensure uninterrupted recording and streaming on poll day.
- h. **All the required incidental Electrical works** for the successful implementation of live web casting and queue management solution in all the polling stations of Delhi.
- i. 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 ECI, Delhi, CEO, Delhi and RO/DEOs in Delhi.
- j. Training manual and training schedule at each RO/DEO office for the officials on the operation of web streaming software.
- k. The manpower hired should not belong to any political party or should not be known sympathizers or supporters or close relatives of any contesting candidates or leaders of any political party and should not have been hired by any political party or contesting candidate.
- l. Establishment of the **centralized help desk at CEO office as well as DEO offices** with required manpower to manage and fix the complaints/issues coming up on the Polling day.
- m. Internet connectivity with minimum required speed is required for uninterrupted web streaming from a reputed service provider with good coverage at polling stations.
- n. The data should be at no point be hosted outside India and the Bidder will not access the data unless authorized by the CEO, Delhi.
- o. Generally, 2-3 web cameras will be used for each polling station. However, payment shall be made only for actual deployment of cameras as per the site requirement for each polling station / locations as decided by the RO concerned. However, for estimate purpose, the total requirement is calculated @ 02 cameras / polling station.



Technical Specifications for web casting:-**Task 1: Hosting of the Web Based streaming software:**

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

The key features of the software are as follows:-

1. Able to record video in H.265 compression or higher, 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.
5. During recording the Assembly Constituency number and Name and Polling stations no. (PS No.) should be visible clearly in camera view.
6. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the Nodal Officers of bidder as well as DEO / RO concerned.
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 Application shall be loaded from the browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is the manpower provided by Bidder, who will use and operate the recording system and online application at the polling station).



- 10. The software shall provide video streaming URL with password protection to view district wise, Assembly Constituency/Assembly segment-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, Delhi and such other offices as authorized by the CEO, Delhi 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, Delhi.
- 11. 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 Segment/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.
 - d) It should clearly capture and transmit the following aspects of the poll proceedings:-
 - i Process of identification of voter by Polling Officer;
 - ii Application of indelible ink on the finger of voter;
 - iii Initialization of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
 - iv Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit and VVPAT so that secrecy of vote is preserved under all conditions.
 - v Presence of Polling Agents to the possible extent.
 - vi At the time of closing of poll. distribution of slips/ tokens to the voters in queue.
 - vii Sealing of EVM (BU /CU), VVPAT, their carrying cases and distribution of attested copies of Form 17 C to polling agents.
 - viii Voter's queue and peripheral area of the Polling Station
- 12. 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.
- 13. The software provided should have been developed by Bidder and should not be free software or shareware available on the internet. During the recording, the user should

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beable to see the actual video that is being recorded.

14. The software should be able to offer graceful and smooth recording quality even in case, there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
15. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
16. 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
17. 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.
18. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the ECI, CEO, DEOs & ROs.
19. The software shall list all the polling stations with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
20. The data should in no point be hosted outside India and Bidder will not access the data unless authorized by the CEO, Delhi.
21. 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/ DEOs/ROs office after giving a backup of all the videos to the CEO's office / DEO/RO concerned. The Bidder shall add the digital video watermark in the background of the streaming videos.
22. Uploading of the videos shall be carried out by the manpower posted by Bidder at each identified place, using a webcam/HD camera and connectivity of either 5G/4G/broadband, WiMax, DSPT, etc., based on local availability.
23. At the end of each event, the web-streamed data along with required reports, shall be made available within Seven (07) days to the CEO / RO /DEO office in an external Hard Disk/Storage Device for later retrieval and usage as necessary.
24. The CEO / RO /DEO office will facilitate Bidder in interaction with the telecom



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service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.

25. The Bidder in association with CEO, DELHI/RO / DEO, 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.
26. 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 RO/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 DEO/ROs /CEO, Delhi, a week before its deployment.
27. The bidder shall also develop application software (software solution) for monitoring the man power deployed by the vendor at each polling station location and their presence / absence from the polling station location on the poll day.
28. The Bidder shall provide access to the dashboard view for more than one location, i.e., RO/DEO, CEO, and ECI which should reflect the point of failure, network status, recording status, and downtime status etc.,
29. 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.

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the Bidder by the CEO, DELHI/ DEOs/ROs.
2. Number of polling stations for video & audio recording :- 14000 PS approx. The number may vary according to the requirements and guidelines issued by ECI from time to time. The number of cameras in each polling stations may vary depending upon the site conditions and the Bidder shall provide the cameras as per the requirement of RO/DEO.
3. The Bidder has to supply and install the IP-based HD web cameras, as per the minimum specifications in the identified polling stations (14000 approx) in NCT of Delhi. The web camera should have the facility for local recording, with a minimum of 03 Megapixel camera resolutions. 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 0.05 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 provide suitable internet connectivity at all locations for the installation of cameras for the services rendered by them.
6. The Bidder has to deploy manpower at identified polling stations (one manpower for polling locations having one to five (05) polling stations; two manpower for polling locations having 6 - 10 polling stations and three manpower for polling locations having more than 10 polling stations), with proper training on the usage of the web streaming software, using the camera, and internet connectivity on the day of polling and during trial runs.
7. Bidder is required to have at least two day/trial runs of the process, to satisfy the DEO/RO/CEO, Delhi that their systems are in good working condition at least two days before the poll day (P-2).
8. In case of a Re-poll ordered at a booth 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.
9. The Bidder shall also provide a facility in the offices of RO, DEO & CEO, Delhi to view the live feeds of the polling day activities smoothly on the LED TV.
10. 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.
10. The Bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by DEOs/ROs/CEO, Delhi, to receive the same.
11. The recorded material shall be the exclusive property of the DEO/ROs/CEO, Delhi, and neither Bidder nor any other party will be entitled to utilize the same.
12. After the event is over on polling day, the supplied infrastructure and internet connectivity, have to be taken back and manpower has to be withdrawn by the

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Bidder.

13. 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.
14. The DEOs/ROs/CEO, Delhi will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer/PO Officer), in an excel / CSV format, to the Bidder, before the start of the election/poll process for communication purposes.
15. The video and audio should be live-streamed to the control center via the server; 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/External Hard Disk/any other suitable media at the end of the day to the officials concerned.
18. Number of Days required for recording at each location: One (01) day (24 hours or part thereof).

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

1. The Bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.
2. Centralized Help Desk in state HQ operating under the Control of the Nodal Officer of CEO, Delhi.
3. Team with (04) seater minimum, shall be located in districts (11 DEOs) and shall assist all other locations to fix the issues that are coming up relating to this assignment.
4. The help desk should be operational from at least three (03) days before the date of polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
5. Manpower: These personnel should be skilled in the application software being deployed by the Bidder, their configuration, use, etc. They should be available to



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- assist with any issues arising during the course of the assignment.
6. The CVs of all the personnel, being deployed should be provided to the DEOs/ROs/CEO, Delhi. Each of the personnel should have at least two of the following with him while in duty. A Passport, A Driving License, PAN Card, Aadhaar Card or any other form of identity as specified by the Nodal Officers of DEO/RO/CEO, Delhi.
 7. The following details shall be provided by the Bidder in the CVs Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.
 8. There may be Police / Security Clearance checks conducted against the personnel and the DEO/ROs/CEO, Delhi may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
 9. The personnel shall be required to operate around day of polling and from each of the Centre posted, in each of the (District Election Office / Assembly Constituency).
 10. The personnel have to report for duty atleast one day before the polling day and should be available till the sealing of EVM's is completed.
 11. Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the Bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
 12. Trouble shooting any hardware/software issues related to entire process of recording, streaming and monitoring.
 13. Any other tasks found necessary for the successful live streaming of the videos.
 14. The District Election Officers/ROs/CEO, Delhi will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.



Task 4. Development of Training Material :-

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

Task 5: Queue Management Solution:

- 1. Live webcasting of voter queue monitoring at outside polling booths is a crucial initiative mandated by the Election Commission of India (ECI) to enhance transparency and accountability in the electoral process. This technology-driven approach aims to achieve several key objectives:

Real-Time Transparency: Provides real-time visibility of voter turnout and queue dynamics outside polling booths, ensuring transparency in the electoral process.

Prevention of Malpractice: Acts as a deterrent against malpractices such as booth capturing, bogus voting, or intimidation by recording live footage of the polling environment.

Enhanced Oversight: Enables election officials, to monitor the voting process remotely, promoting fair conduct and adherence to electoral guidelines.

Public Confidence: Boosts public confidence in the electoral process by demonstrating a commitment to fair and free elections through technological innovation and surveillance.

Documentation for Review: Creates a documented record of the polling day activities for post-election review and analysis, aiding in resolving disputes or discrepancies.

Overall, live webcasting for voter queue monitoring plays a pivotal role in upholding the integrity of elections, ensuring that every eligible voter can exercise their democratic right in a secure and transparent manner.

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2. The main objective of the Queue Management solution to provide the real-time data of voters waiting at the polling stations to voters in Delhi.
3. The selected bidder shall develop a mobile application to provide the real time data to voters of Delhi by using AI technology.
4. The mobile App should be compatible for both Apple iOS and Android versions and should be available for download on free of cost.
5. The voters shall able to view the number of voters in queue in any of the polling stations in NCT of Delhi by using the mobile App. The App should support search criteria / information based on by selecting the Assembly constituency and polling station.
6. There should be seamless integration among the web cameras, VMS and Mobile App for providing real time data of voters waiting at the polling stations to voters in Delhi.
7. The selected bidder shall develop/configure/modify the mobile App to meet the requirements of CEO, Delhi and shall demonstrate the mobile App at least 20 days before the poll day.
8. **Crowd Detection and Alerts:** The VMS must have automated crowd or humanoid detection that can trigger notifications and alerts when the voter queue exceeds a predefined threshold. These alerts should be customizable based on polling booth capacity. Enabling early detection of potential issues like overcrowding or suspicious activities outside polling booths.
9. **Real-time Notifications:** Implement SMS or email notifications for election officials, allowing them to receive updates and alerts about crowd build-up or any unusual activities outside the polling booths.
10. **Strategic Camera Placement:** Position cameras at strategic locations to cover the entire voter queue area outside the polling booth. The camera angles should capture all entrance and exit points while avoiding any blind spots.
11. **Camera Angle Adjustments:** Provide on-site technicians to make real-time adjustments to camera angles on election day to ensure maximum coverage as voter flow fluctuates.
12. **Customizable Alert Levels:** Implement customizable alert thresholds, allowing administrators to define different crowd density levels that trigger escalating notifications (e.g., yellow for moderate crowd build-up, red for critical overflow).
13. **User Authentication and Security :** There should be an Unique Login System. The users/voters able to log in using their EPIC / mobile numbers. The login process shall include a secure password / mobile OTP mechanism.
14. **Queue Information:** Providing real-time voters queue status to voters in Delhi on poll day. The mobile App shall provide the current head count at the polling booth. The software / app shall be capable to calculate and display approximate waiting time based on historical data and current headcount.
15. **Notification System:** Custom Notifications: Users can enable notifications for specific waiting times (10, 20, or 30 minutes) and the software / App shall able to send the notifications via push notifications or SMS, depending on user preference.

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16. **Navigation:** Integrated Navigation: The software / mobile App may provide Google Maps integration for users to navigate to their polling booth. Users may access navigation directly from the mobile app with a single tap.
17. The application must be able to handle a large number of concurrent users, especially during peak voting times approximately 10 Lakh concurrent users. The response times for fetching queue data and user notifications should be under five seconds.
18. The app should have an intuitive user interface that is easy to navigate. Accessibility features must be included to cater to users with disabilities.
19. **Security:** Ensure that all user data is encrypted in transit and at rest. Implement secure coding practices to protect against common vulnerabilities (e.g., SQL injection, cross-site scripting).
20. **Compatibility:** The app should be compatible with the latest versions of Android and iOS. It must support a wide range of mobile devices with varying screen sizes.
21. **Scalability:** The system architecture should be scalable to accommodate an increasing number of users and data without degradation of performance.
22. **Reliability:** The system must have high availability, especially during election periods.
23. Implement data backup and recovery solutions to prevent data loss.

Task 6: Mobile App: Camera Installation at Polling stations

The mobile app designed for monitoring the camera installation at respective polling booths shall have the following key technical features to ensure seamless installation, real-time monitoring, and efficient troubleshooting.

1. Auto Assignment and Camera Mapping

- **Feature:** Automatically assign and map the camera's serial number to the video streaming server during installation.
- **Process:**
 - a. The app scans the camera's serial number via QR code or direct input.
 - b. It communicates with the central **Video Management System (VMS)** server to automatically map the camera's unique ID with the assigned polling booth.
 - c. No manual input required, ensuring accuracy and speed.
 - d. The camera becomes operational on the VMS server upon successful installation.

2. Geo-Location Capture and Update

- **Feature:** Capture and send GEO coordinates (latitude and longitude) of the polling booth where the camera is installed.



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- **Process:**

- a. On camera installation, the app auto-detects the polling booth's exact location using GPS.
- b. The location data is automatically sent and updated on the server to record the precise camera placement in real-time.
- c. This data shall be accessible through the VMS for tracking camera installations across polling locations.

3. Seamless VMS Integration

- **Feature:** Real-time, automated communication between the mobile app and the Video Management System (VMS) server.

- **Process:**

- a. The app is pre-integrated with the VMS for continuous syncing.
- b. Any updates related to camera installation, serial number mapping, or geo-location are instantly pushed to the VMS without the need for manual intervention.
- c. The system ensures real-time monitoring of camera statuses and configurations.

4. Issue Reporting and Real-time Alerts

- **Feature:** Ability to log any issues or challenges during the camera installation process with real-time reporting.

- **Process:**

- a. Installers can log issues related to the camera, network, power, or site accessibility via the app.
- b. The app triggers immediate real-time alerts to the central control team for faster resolution.
- c. The VMS and server are updated with issue logs, facilitating efficient troubleshooting.

5. Real-time Reporting and Monitoring

- **Feature:** Real-time reporting of installation progress and camera status to the central team.

- **Process:**

- a. Installers can update the status of camera installations, such as "**Installation in Progress**," "**Successfully Installed**," or "**Installation Failed**" via the app.
- b. Central locations receive live reports and status updates, allowing remote monitoring and better resource allocation.
- c. Installation reports, including serial numbers, geo-locations, and timestamps, are logged centrally.



6. Centralized Dashboard for Reporting and Alerts

- **Feature:** Integration with a centralized dashboard for viewing installation status and troubleshooting.
- **Process:**
 - a. All data captured by the mobile app (camera mappings, GEO coordinates, issues, and alerts) are fed into a centralized dashboard that provides comprehensive reporting and alert management.
 - b. Central operators can track progress, detect failures, and take immediate action through the dashboard.

7. Offline Mode with Auto-sync

- **Feature:** Support for offline installation in remote areas with auto-sync when network connectivity is restored.
- **Process:**
 - a. The app stores camera serial numbers, installation progress, and geo-location data locally when offline.
 - b. Once connectivity is restored, all stored data is automatically synced to the VMS server without manual intervention.

8. User Authentication and Access Control

- **Feature:** Secure login and role-based access to ensure that only authorized personnel can perform installations and updates.
- a. **Process:**
 - a. The app requires user authentication via credentials or biometric login.
 - b. Different roles such as installer, supervisor, and central monitoring personnel are granted access based on job responsibilities.

9. Audit Trail and Installation Logs

- **Feature:** Comprehensive logging of all actions during installation, including who performed the installation, when it was performed, and any issues encountered.
- **Process:**
 - a. Each camera installation is logged with timestamps, user IDs, and serial numbers.
 - b. The audit trail helps in future references and ensures accountability.

By incorporating above features, the mobile app shall ensure the seamless, real-time installation and monitoring of cameras at polling booths, while maintaining high efficiency and reliability across all installation processes.

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Task 7: Reporting Requirements and Time Schedule for Deliverables:

The following would be the reporting requirements for the Bidder:

1. An Inception Report within one (01) week, from the start of the assignment. Weekly Progress Reports consisting of
 - a. All works performed by the Bidder.
 - b. The Time Sheets / Attendance duly countersigned by the Nodal Officers of D E O / ROs/CEO, Delhi.
2. All Other Reports as required for the successful execution of this assignment.
3. Development and Maintenance of an MIS for all reporting purposes.
4. Final Report within two (02) weeks of closure of all activities stipulated in the contract.
5. The reports may be submitted in hardcopy and in soft copy (through e-Mail / MIS /SharedFolder over Internet) to the officers concerned.
6. The Bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officers of DEO/ROs/CEO, Delhi, within 4 days after event (polling) is completed. After handing over the data, the Bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the Bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the Bidder at his own cost.

Task 8 : Supply, Installation and Commissioning.

- (i) **Delivery:** The ordered items shall be delivered, installed and commissioned as per the directions issued by DEO/RO/CEO, Delhi. The Bidder after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to DEO/RO/CEO, Delhi.
- (ii) After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the format specified by DEO/RO/CEO, Delhi.
- (iii) The details of the representatives responsible for attending the services at each site / polling stations, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the



DEO/RO/CEO, Delhi.

- (iv) In the event of non-acceptance of the items delivered by the DEO/RO, the Bidder shall immediately report to CEO, DELHI for suitable directions.
- (v) If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
- (vi) The quantity mentioned in the E-TENDER is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by authorized officials of DEO/RO/CEO, Delhi.
- (vii) The Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

Service Level Agreement :

1. **100% Server, Network & Power Uptime SLA:** The Bidder should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Poll Day as declared by the ECI and shall be from the commencement of the Poll to the end of the Poll or as decided by the DEO/RO/CEO, Delhi. The Bidder should ensure :-

Service availability	Deduction from total cost of the Assembly Constituency
99.9% to 100%	00%
98% to 99.8%	10%
95% to 97.9%	25%
90.1% to 94.9%	50%

2. The buffer should not happen in the streaming at CEO, DEO and RO office. The Bidder will develop a dashboard for reporting the buffer and failure. For the calculation of the buffering on the poll day, the Bidder should provide the log files received from their Cloud service provider for each polling station. In case, if buffer happens, then the deduction for those many polling stations will be calculated as per the table below:

Buffer and connection loss	Deduction from total cost of the Assembly Constituency
< 10 point failures / AC	00%
> 10 Points failures /AC	10%
> 50 Points failures / AC	25%
> 100 Point Failures /AC	50%

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Note 1: In case of any disruption due to internet connectivity, the streaming data has to be stored in the local SD Card/ or any such media, and the same shall be made available on an External Hard Disk / Any such media, within three (03) days to the officials concerned.

Note 2: Any downtime that occurred due to any reason thereof, should be duly calculated by the system/software and it should be certified by the "Ministry of Electronics and Information Technology" (MeitY) approved Cloud service providers.

Note 3: Besides the penalty amount, no payment will be made for the non-functional cameras.

3. The Bidder will have to follow SLA for the testing as per the schedule given below:-

SN o	Timeline	Activity	Non-Compliance	Penalty
1.	P-10	The Bidder will set up cameras at ten Polling Stations for webcasting (per AC) and demonstrate webcasting through VC to ECI officials/ CEO/DEO. Providing a webcasting link and port details to the CEO's office by the Bidder.	Not visiting the Polling Stations & not demonstrating live webcasting. Not providing the link and details	50,000/ Rupees.
2.	P-3	The Bidder will set up the camera at all identified PS and demonstrate webcasting through VC to ECI officials, the CEO, and RO/DEO.	Not successfully demonstrating at that location.	10% cost of that non - performing location.

Note:

A. P- Stands for polling day.

B. The Bidder should submit the testing report as per the schedule above to the RO/DEO and RO/DEO should then submit the testing report to the CEO, Delhi.

4. The Bidder will have to submit all the recordings assembly constituency-wise & polling station-wise within seven (07) days of the completion of the event.

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S.No	Submission of recording	Deduction from the total cost of AC
1.	Non-submission within seven days after completion of the event	10 %
2.	Incremental penalty per week	10 %

5. The recording submitted by the Bidder should be continuous, there should be no disruption, and the orientation of the camera should be proper/focused to capture the desired area, if not, then the 100 % cost of that booth will be deducted.

Note:

- a. The penalty shall be calculated polling station-wise.
- b. SLA recording hours for Polling would be from the commencement of the Poll to the end of the Poll or as decided by the DEO/RO/CEO, Delhi.
- c. In the case of those polling stations where the recording is not available, no payment will be made to the vendor for the camera as well as for manpower.
- d. In case the Bidder has not installed the webcam for the desired polling station(s), no payment will be made for that many polling stations to the Bidder. In addition to that, 25% cost of non-available locations will also be deducted from the payment of all the remaining polling stations in that AC. For example, if 100 cameras need to be deployed for AC No. 1, and the vendor has not installed cameras at 10 locations, then the payment will be made for only 90 polling stations after the deduction of the 25% cost of 10 locations being imposed on the remaining value.
- e. The Bidder should provide a live web streaming report as per the live dashboard with the following parameters

- i. Assembly Constituency
- ii. Polling Booth No.
- iii. Camera No./ID
- iv. Streaming start date & time
- v. Streaming end date & time
- vi. On/Off status
- vii. The total duration of off/non-functional time

6. The Bidder should also provide an API for accessing/downloading from the live server logs to the DEO/RO/CEO, Delhi. The downtime/service availability of all the web

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cameras installed by the Bidder will be calculated by the DEO/RO/CEO, Delhi using server logs. The API should contain the following parameters and it should be auto-downloaded with the scheduler and the interval will be of one (01) minute or asinstructed.

- a. Assembly Constituency
- b. Polling Booth No.
- c. Camera No./ID
- d. Streaming start date & time
- e. Streaming end date & time
- f. On/Off status
- g. The total duration of off/non-functional time

- 7. No payment will be made for polling booths where 100% backup is not provided.
- 8. The election is a very sensitive event and the Bidder has to maintain the secrecy of election-related data and other relevant stuff. If it is found that secrecy is breached, appropriate legal action will be initiated.

Milestones

S.No	Milestones	Approval	By Date
1	Contract deployment plan consisting of no. of resources and their allocation, time of deployment, distribution of material, and kick-off meeting with Webcasting and implementation partner team at CEO and also at the concerned DEO /RO office.	By CEO / DEO/RO	P-25
2	Inception Report Submission	By CEO / DEO/RO	P-20
3a	Locally translated user guide material	By CEO / DEO/RO	P-10
b	Training material reaching designated places	By DEO/ RO	P-10
c	The technical person should be assigned and well-trained	By CEO / DEO/RO	P-10
4a	A monitoring mechanism should be there with a control room setup	By CEO / DEO/RO	P-4

b	Two Trial runs and satisfactory Certificate	By CEO / DEO/RO	P-4
5a	Test runs from 100 % polling stations should be done (at least 3 days before)	By CEO / DEO/RO	P-3
b	Sending test run report to DEO/RO / Chief Electoral Officer, Delhi	By CEO / DEO/RO	P-3
c	The Power socket should be in working condition in all polling stations	By CEO / DEO/RO	P-2
6	Deployment and installation of hardware (webcam with 100 % power backup)	By CEO / DEO/RO	P-1
a	The camera should not be placed against the light from the window or door	By CEO / DEO/RO	P-1
b	The room should be well-lit	By CEO / DEO/RO	P-1
7	Ensure that a dedicated resource person with their contact details is available continuously at the polling station for webcasting monitoring	By CEO / DEO/RO	P-1
8	Submission of all other project deliverables and final report	By CEO / DEO/RO	Within 15 days of completion of polling

Webcasting planner:

S.No.	Event	Timeline (Minimum)	
		Relative Timelines	Number of days for completion of work
1.	Identifying personnel for monitoring and handling cameras at Polling Stations	P - 25	03
2.	Training by bidder to chosen personnel	P - 24	04



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3.	Ensuring network connectivity at PS where webcasting needs to be done.	P - 20	02
P = Polling Day			
4.	The Bidder will set up cameras on 5 Polling Stations and demonstrate webcasting through VC to ECI officials, CEO & DEO/RO	P - 15	02
5.	The Vendor will set up cameras on multiple Polling Stations in all 70 ACs and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-12	03
6.	Provide a webcasting link and port details to CEO office by the vendor	P-10	01
7.	The Bidder will set up cameras on all identified PS and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-3	01
8.	Submission of the clear recording along with web certificate to DEO/RO and a copy to CEO and complete uploading	P + 7	01

Technical Specifications of the Camera for polling.

Description	Details
Poll day	IP-based web camera
	The facility of local recording
	Minimum 3-megapixel camera resolution
	Night vision capability
	Wide angle with 30 / 170 degrees coverage
	The Capability of 10x zooming
	Minimum illumination of 0.05 lux
	The Camera should support a 16-4096 kbps code rate
	The Camera should support constant bit rate / variable frame rate of upto 30 fps

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Image control: Backlight compression, Automatic white balance, 3Ddigital noise reduction,
The display to be supported is 1920*1080

Other instructions for web-casting: -

1. **Method of placing cameras:** Cameras shall be placed/ handled in such a manner that they can record the general proceedings at the Polling Station including the process of identification of voters, application of indelible ink, voting compartment etc., on poll day. Proper care should be taken to ensure that the secrecy of voting is not violated in any manner in either case.
2. **Webcasting:** Webcasting simply means live streaming of video on the Internet. Any video camera including a webcam capable of being connected to the Internet can be used for webcasting. Webcasting in polling stations will be restricted for monitoring by the election machinery, to prevent vitiation of the poll process, at Polling Station
 - (a) In the context of poll day webcasting, cameras of appropriate specification/ technology are installed at identified Polling Stations, in such a manner to record general proceedings and not to violate secrecy of vote. Such live stream data of webcasting on poll day events shall only be displayed at Control Rooms of Chief Electoral Officer, District Election Officer and Returning Officer and nowhere else. The Commission/ECI shall also be provided with the link to view live streaming on need based.
 - (b) Webcasting arrangement shall have enough analytical and alert capabilities to provide run time and end of the day analysis on functional/ non-functional cameras and alerts on critical system events.
 - (c) Such live streaming, as described above, shall be recorded in the Control Rooms of the District Election Officers/Returning Officers/ CEO, Delhi and nowhere else. District Election Officer /Returning Officer / CEO, Delhi shall be custodian of the entire video data and shall be responsible for its safe keep.
 - (d) Webcasting shall cover poll process inside the Polling Station and voter's queue and peripheral areas of the Polling Station.

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3. **Installation of webcasting at Polling Stations:**

- (a) A temporary landline or mobile broadband connection or any other means of connectivity should be provided in all identified Polling Stations where webcasting is proposed.
- (b) Cameras of appropriate specification/ technology should then be provided at Polling Stations.
- (c) Provision for sufficient number of three (03) pin sockets in Polling Station for powering such cameras.
- (d) It shall be ensured that webcasting infrastructure is ready for full testing by P-3 days at all identified locations including Control Rooms facilities. Full rehearsal shall be ensured on P-2 and P-1 days to ensure glitch free operation on poll day.

4. **Setting up Web-casting in Polling Station:**

- (a) During webcasting in polling stations, it should be ensured that camera(s) is/ are placed at sufficient height (e.g., 7-8 ft) above the ground.
- (b) The camera(s) should be placed on a stable and sturdy position on a wall and kept in fixed position.
- (c) The camera(s) should be in such a position that a broad view of the following aspects of poll processes is clearly captured and transmitted:
 - i Process of identification of voter by Polling Officer;
 - ii Application of indelible ink on the finger of voter;
 - iii Initialization of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
 - iv Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit and VVPAT so that secrecy of vote is preserved under all conditions.
 - v Presence of Polling Agents to the possible extent.
 - vi At the time of closing of poll, distribution of slips/ tokens to the voters in queue.
 - vii Sealing of EVM(BU/CU), VVPAT, their carrying cases and distribution of attested copies of Form 17C to polling agents
 - viii Voter's queue and peripheral area of the Polling Station.
- (d) The name and number of Polling Stations along with date of poll should be pasted at



such a place so that it is displayed in camera view throughout the polling day till completion and sealing.

(e) The Booth Level Officer and the Sector Officer concerned should give Polling Station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified and are functioning properly with the cameras oriented correctly. On the basis of above certificates, the District Election Officer / Returning Officer shall furnish a consolidated report to the Chief Electoral Officer, Delhi for onward submission to the Commission/ECL.

5. **Recording of video in case of webcasting:** It is reiterated that in all cases where webcasting is done, the video of the entire day's proceedings must be recorded in the Control Rooms of the District Election Officers / Returning Officers/CEO, Delhi and nowhere else. District Election Officer / Returning Officers/CEO, Delhi shall be the custodian of the records so created. The record footage of the relevant period should be made available to the Returning Officer for viewing at the time of scrutiny on the next day after the poll in case of any complaint with respect to that Polling Station.
6. **Integration of VMS:** Deploy robust Video Management Software (VMS) capable of handling multiple live video streams with centralized control. The system should support real-time monitoring and offer an intuitive user interface for seamless navigation between different polling stations.
7. **Cloud Storage and Backup:** Ensure the system supports cloud-based storage of live video streams with automatic backup for future reference and post-election audits.
8. **Geolocation Tagging:** Each camera feed should be geotagged, enabling election officials to quickly identify the location of the polling booth where an alert has been triggered. This allows for swift response coordination and accurate reporting. This must be captured via a mobile app while installing the camera at the respective polling stations.
9. **Incident Reporting and Log Management:** The VMS should automatically log alerts, actions taken, and responses for each polling booth, generating comprehensive incident reports that can be reviewed post-election for auditing and assessment.
10. **Monitoring of webcasting:** Monitoring of webcasting shall be normally two tier, in addition to viewing by the Commission, as below:
 - a) **State Control Room:** A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through District Control Room.

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

17. General Terms and Conditions

- A. **Legal Jurisdiction**: All legal disputes are subject to the jurisdiction of Courts at New Delhi only and interpreted as per laws applicable in India.
- B. **Indemnity :-** The Bidder shall indemnify, protect and save the CEO, DELHI, against all claims, losses, costs, damages, expenses, action suits, and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all components (like system software, software tools, hardware, etc.) and the services rendered under this proposal.

C. Force Majeure :

- (i) The Bidder shall not be liable for forfeiture of its Performance Bank Guarantee Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder fault or negligence, and not foreseeable. Such events may include but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of the CEO, DELHI, in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the CEO, DELHI, in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- D. **Right to terminate the process :** The CEO, DELHI reserves the right to accept or reject any offer, to annul the process at any time before the award of the contract,



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without thereby incurring any liability to Bidder or any obligation to inform the Bidder of the grounds for such action. The CEO, Delhi, makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this proposal does not constitute an offer by CEO, Delhi. The Bidder in this process may result in CEO, DELHI, selecting the Bidder to engage in further discussions and negotiations.

E. **Limitation of Liability** :- The maximum aggregate liability of a Bidder shall not exceed the order value.

F. **Performance Guarantee (PG)** :-

- (i) The Bidder (s) shall be required to submit a Performance Guarantee of 5 % - of the work order, within one week of issuance of the work offer. All charges concerning the PG shall be borne by the Bidder. The PG shall remain valid for 60 days beyond the date of completion of all contractual obligation. Bidder shall have to submit the Performance Security in the form of a Bank Guarantee / DD / Pay Order / Bankers Cheque / Fixed Deposit Receipt in favour of Chief Electoral Officer, Delhi. PG will be discharged/returned by the CEO, Delhi upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PG. This Performance Guarantee may be invoked on violation of any of the condition (s) given below:
- (ii) If any of the hardware or services, provided, do not perform satisfactorily.
- (iii) The observed output/deliverables of the project do not follow the approved specification.

G. **Taxes and Duties** : Rates quoted by Bidder should be inclusive of all taxes & duties including transportation, delivery, installation and deployment of manpower for ensuring uninterrupted service at the site and installation & configuration etc. except the GST, which shall be payable extra on actual as per the prevailing rates.

H. **Corrupt / Fraudulent Practices**

- a. The CEO, Delhi requires that the vendor under this proposal should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, CEO, Delhi defines the terms set forth as follows:
- b. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of the public official in the award of the contract.

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procurement process, or contract execution;

- c. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- d. "Fraudulent practice" means a misrepresentation of facts to influence the award of a contract or a procurement process or execution of a contract to the detriment of the CEO, Delhi,
- e. The CEO, Delhi will suspend the award of the contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices. The CEO, DELHI requires that the Bidder under this proposal should observe the highest standards of ethics during the procurement and execution of such contracts.

I. DISPUTE SETTLEMENT & ARBITRATION

Except as otherwise provided in the agreement, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 30 days from the date of making such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to CEO, DELHI for referral of such disputes to a sole arbitrator (chosen out of three names provided by CEO, DELHI), to be mutually decided by the parties, as per the provisions of The Arbitration & Conciliation Act, 1996, any amendment there of and any notification issued or rules made there under from time to time. Neither party shall appoint its serving employee as arbitrator. All arbitration proceedings shall be held at Delhi and language of the arbitration proceedings and that off all documents and communications between the parties shall be in English.

If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it



both parties consent for the same; otherwise, he shall proceed *de novo*.

Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 Crores.

J. Exit Clause:

Before the end of the contract and after the completion of the polling events within seven (07) days in each case, the Bidder has to hand over the following:

- a) The complete recording in video/audio format in external HDDs of 1 TB or more capacity, with software to view the details as and when necessary.
- b) The complete webcasting recording of events in video/audio format in external HDDs of 1TB or more capacity, with software to view the details as and when necessary.
- c) An Undertaking for non-retention of recorded data gathered from Web Streaming of Video and Audio, for Election.

18. Other terms and conditions

- 1. The Bidder shall screen the manpower thoroughly by obtaining information on their professional competence, track record, financial viability and other related factors like political affiliations etc.
- 2. The manpower hired by the Bidder should not belong to any political party or should not be known sympathizers or supporters or close relatives of any contesting candidates or leaders of any political party and should not have been hired by any political party or contesting candidate.
- 3. **Training of personnel deployed for webcasting should** be trained by the Bidder on their duties. It must be instructed that the purpose of the scheme is to record critical events that could vitiate the poll. A proper training for setting up webcasting shall also be provided.
- 4. Training of all officers/ staff associated with webcasting is very important. All Presiding Officers, polling officers and Sector Officers for the Polling Stations where webcasting are planned must be familiarized in these IT equipment's and

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duties associated with it. The officials at State / District /RO Control Room shall also be trained for monitoring methods and appropriate reaction to be initiated.

5. **Logistics for teams deployed for webcasting:** All teams so deployed for webcasting should be under the personal supervision and guidance of a Nodal Officer, appointed by the DEO/RO/CEO, Delhi. Such teams will be provided suitable transportation/ vehicles, food etc. during their duty, subject to terms and conditions of the contracts, and it shall be ensured that no hospitality from any candidate or political functionaries is accepted by them.
6. **Storage and retention of webcasting data:** The webcasting data produced in compliance with the orders of the Commission shall form a part of the record of the concerned election under Rule 93(1) Conduct of Election Rules 1961 and stored with due precautions for its safety. The recording shall be kept in CDs or other suitable storage devices, properly sealed and indexed for easy retrieval, in the safe custody of District Election Officers/ Returning Officers, as in the case of all other election related records. The DEO/RO will ensure that there is no leakage and data theft.
7. **Execution of contract Agreement:** The BIDDER shall initiate the process for the execution the contract agreement in Rs 100/- Non Judicial Stamp paper within seven days of offer of work at its own cost. The selected vendor may also refer the guidelines issued by ECI in this regard time to time (refer 464/Inst/2022/EPS dated 19th June, 2023, 464/Inst/2019/EPS dated 28th March, 2019 and 485/Compo/2017(webcasting) dated 19th September, 2017) for better clarity. All the instructions issued/to be issued by ECI till the end of the DLAE-2025 would automatically be part of the contract agreement between CEO, Delhi and the selected vendor.



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II Non – Disclosure Agreement & Security of Data

Non - Disclosure Agreement (Sample)

Selected Vendor shall sign the Agreement

THIS AGREEMENT MADE ON THIS THE ____ DAY OF ____ 2024 BY AND BETWEEN <Party 1>, a company incorporated under the Companies Act, 1956 and having its registered office at <<address>> (hereinafter referred to as “ ”, which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) OF THE ONE PART;

AND

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

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

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

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

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

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

1. “Confidential and or proprietary Information” shall mean and include any information disclosed by Customer (Disclosing Party) to the Party 1 (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party and any other material that may be accessed by the

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Receiving Party as part of execution of the contract. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction and with express written approval of the Disclosing Party.
3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's direct employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
7. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv) has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.
8. In the event either Party receives a summons or other validly issued administrative or

judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

- 9. Party 1 shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
- 10. Party 1 agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Customer irreparable injury for which it would have no adequate remedy at law and further agrees that the Customer shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
- 11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Party 1 acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the Customer is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
- 12. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.
- 13. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days' notice, in case either Party foresees that the Proposed Transaction would not be achieved.

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

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



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

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



20. Affidavit for political neutrality

Selected Vendor shall sign the affidavit

To

The CEO, Delhi

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

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

Deponent Verification:

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21. Letter of Undertaking of non-Blacklisting

Selected Vendor shall give the undertaking

To

The CEO, Delhi

Sub: Undertaking for participating in the Chief Electoral Officer, Delhi offer for Web Casting and Related Services for General Election to Delhi Legislative Assembly Election - 2025- Reg.

Ref.....

Sir,

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

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

I/We _____ hereby declare that all the particulars furnished by us are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification and also are liable for any penal actions that may arise due to the above.

I/Wecertify that no refurbished components are used for the Provision for Webcasting and related services for General Election to DLAE, 2025. The items to be delivered under this contract are certified as genuine and valid.

I/We certify that no data shall be stored, shared, uploaded in any foreign, unsecure platform or server are used for the Provision for Webcasting and related services for General Election to DLAE-2025. The data to be delivered under this contract shall be secure.

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

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

Yours faithfully,

Name: - (Authorized signatory)
Designation with seal:

Please Note:

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



22. Letter of Undertaking for non-retention

Selected Vendor shall give the undertaking

To,

The CEO, Delhi.

Sub: Undertaking for non-retention of recorded data gathered from Webcasting Solutions for General Election to Delhi Legislative Assembly Election 2025- reg.

Sir,

I/Wehereby confirm that our Company has not retained any copy / copies of the data recorded from the Webcasting Solutions for General Election to Delhi Legislative Assembly Election 2025.

I/We..... state that all local data gathered from this project has been destroyed.

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

In case of violation of any of the term & conditions above,

I/We.....understand that I/We am/are liable to be blacklisted.

Yours faithfully,

(Authorized signatory)

Name: -

Designation with seal:

23.

Bidder Profile

(To be Filled by Vendor and submitted along with Technical Documents)

Profile of the Vendor (Supporting documents to be submitted)

1.	Name of the Company / legal entity	
2.	Year of incorporation / related information	
3.	Nature of the Legal entity (Registered Company or Partnership or Proprietary) (Firm Registration)	
4.	Registered Office Address	
5.	Office Telephone Number	
6.	Authorized Person Name	
7.	Authorized Person Telephone Number	
8.	Email Address	
9.	Permanent Account Number	
10.	GST No	
11.	Annual Average Turnover in Last 3Years (Certified by CA)	
12.	Banker's Name	
13.	Address and Account Number	
14.	Any other relevant information	

Note: All Pages of this document to be signed as token of acceptance



24. **BOQ**

The Bidder shall submit their offer in the following format
(Sample BOQ Format)

S.No	Name of the item	Qty.	Duration	Rate / item / day	Total Amount (Rs)
1	Webcasting at polling stations-02 web camera per polling station for 14000 (including Lease line internet connectivity for viewing webcasting on poll day (one State Control room plus Eleven District Level control Room) along with Queue Management Solution on the poll day	28000	One day		
2	Applicable GST				
3	Total (1+2)				

Note:

- a. The payment would be made as per the actual number of polling stations covered under web streaming and actual number of Web cameras used during Election process.
- b. In case of any deviation between rates quoted in numerals and in words, the amount quoted in words shall be treated as final.
- c. QCBS method shall be used to determine the L1.
- d. The vendor shall submit the offer by filling up all the columns. Quotes with blank columns are liable for rejection.
- e. The work order for all items shall be placed by CEO, DELHI / CEO Office as and when required. The figures indicated are only indicative and may vary. The payment shall be made after successful execution report by the vendor and

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as per actual.

- f. The Price quote Format should not be changed or altered or tampered. If the Quote form is found to be tampered, the Quotes will be summarily rejected. BOQ (Bill of Quantity) is the standard price quote format which needs to be filled.
 - g. The Price Quote Format should not contain any conditional offers or variation clauses otherwise the Quotes will be summarily rejected.
 - h. The demarcation of Districts / Zones / Polling Booths / allotment of Control Centre at CEO Office / Activities shall be as decided by CEO Office.
 - i. The cost quoted by the Bidder shall include cost and expenses on all counts viz. taxes, duties, license fees, cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, boarding, in-station & outstation expenses, etc. and any other cost lodging involved in the delivery of service except GST.
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Note: All Pages to be signed



Chapter 3: Types of Contracts and Systems of Selection of consultants/ service providers

3.1 Types of Contracts

There are different basis for linking payments to the performance of services (called types of contracts) – each having different risks and mitigation measures. Bids are called and evaluated based on the type of contract. The choice of the type of contract should be based on Value-for-Money (VFM) with due regard to the nature of assignment. Adoption of an inappropriate type of contract could lead to a situation of lack of competition, contractual disputes and non-performance/failure of the contract.

Each type of contract is described briefly in subsequent paras, and criteria are suggested for their adoption along with risks and mitigation measures. Mostly used types of contracts are:

- i) Lump sum (Firm Fixed Price) contract;
- ii) Time based (Retainer-ship) contracts;
- iii) Percentage (Success Fee) contract;
- iv) Retainer-ship cum Success fee based contract;
- v) Indefinite delivery contract.

However, in case of Procurement/ Outsourcing of other (non-consulting) Services depending on the nature of services, can be either Lump-sum contracts, Time-based (Retainer-ship) contracts, or unit (item/ service) rate (say Taxi Service on per Km basis) based contract (as in case of Goods and Works) – or a mix of these. In certain uncertain but regularly needed services, indefinite delivery contracts, based on time or unit (item/ service) rates may be appropriate. Other types of contracts are not usual in procurement of other services.

3.2 Lump Sum (Firm Fixed Price) Contract

3.2.1 The lump sum (firm fixed price) contract is the preferred form of contract and under normal circumstances; the Procuring Entity shall use this form of contract. Consultant's proposal is deemed to include all prices - no arithmetical correction or price adjustments are allowed during evaluation. Lump sum consultancy contracts are easy to administer because there is fixed price for a fixed scope and payments are linked to clearly specified outputs/ milestones/ deliverables such as reports, documents, drawings, bills of quantities, software programs and so on. In view of Risks mentioned below this type of contracts are widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, and so forth.

3.2.2 Lump Sum Contracts - Risks and Mitigations	
Risk	Mitigation
The quality and Scope of the Output/ deliverables is not linked to the payment. There may be tendency for the consultant/ service provider to cut corners on quality and	Lump sum service contracts should be used mainly for assignments in which the quality, scope and the timing of the required output of the consultants/ service providers are

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scope of the output/ deliverables by saving on resources employed. Disputes may arise due to different possible interpretations of quality and scope of assignment.	clearly defined. The contract should include provision for evaluation of quality and scope of deliverables and certificate for its acceptability may be recorded. Payment should be made only against certificate of acceptance of deliverables.
Time over-run: As time is not linked to the payment. There may be tendency for the consultant/ service provider to save on deployment of resources which may result in time-over-run.	While the payments are not linked to time, the assignment should be monitored per month to ensure that the output per month is in line with planned and estimated time-line.

3.3 Time-Based (Retainer-ship) Contract

3.3.1 In Time-based (Retainer-ship) contracts payments are based on agreed hourly, daily, weekly, or monthly rates for staff (who in consultancy contracts are normally named, but not so in other services) and on reimbursable items using actual expenses and/or agreed unit prices. These are also called as retainer ship contracts, since the consultant/ service provider are retained for a pre-decided period. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract is appropriate when Lump sum contract is not feasible due to difficulties in defining the scope and the length of services, either because the inputs required for attaining the objectives of the assignment is difficult to assess or because the services are tied up to activities by others for which the completion period may vary.

Because of risks and mitigations mentioned below, this type of contract is widely used for complex studies, supervision of construction, advisory services, and most training assignments etc.

3.3.2 Time-Based Contracts - Risks and Mitigations	
<i>Risk</i>	<i>Mitigation</i>
The quality and Scope of the Output/ deliverables as in Lump-sum Contracts, is not linked to the payment. There may be tendency for the consultant/ service provider to cut corners on quality, scope and timing of the output/ deliverables by saving on resources employed. Disputes may arise due to different possible interpretations of quality and scope of assignment.	The contract should include provision for evaluation of quality and scope of deliverables and certificate for its acceptability may be recorded. Payments should be released only against such certificates.
Performance in each time period is not linked to the payment. There may be tendency for the consultant/ service provider to use paid staff in a dilatory and un- productive manner.	Contracts need to be closely monitored and administered by the 'Procuring Entity' to ensure that the progress of assignment is commensurate with the time spent and that the resources for which payment is claimed have actually efficiently and productively been deployed on the assignment during the

	period. A system of monthly reporting of payouts and quantum of work achieved by the consultant/ service provider to CA should be instituted to enable supervision.
Time and Cost over-run is a major risk in Time-based contracts, as the payment is based on time and delay may result in unanticipated benefit to the consultant and the assignment may get delayed.	This type of contract should include an upper limit of total payments to be made to the consultants/ service providers for the assignment to safeguard against excessive prolonging of time and payments. After this limit is reached, or the period of completion is exceeded, CA should review justification for extension of the contract.

3.4 Percentage (Success/ contingency Fee) Contract

3.4.1 Percentage (Success/ Contingency Fee) contracts directly relate the fees paid to the consultant/ service provider to the estimated or actual project cost, or the cost of the goods procured or inspected. Since the payment is made after the successful realisation of objectives, it is also called success (or contingency) fee contract. The final selection is made among the technically qualified consultants/ service providers who have quoted the lowest percentage while the notional value of assets is fixed.

Due to Risks and mitigations discussed below, these contracts are commonly used for appropriate architectural services; procurement and inspection agents.

3.4.2 Percentage Contracts - Risks and Mitigations	
<i>Risk</i>	<i>Mitigation</i>
The quality and Scope of the Output/ deliverables as in Lump-sum Contracts, is not linked to the payment. There may be tendency for the consultant/ service provider to cut corners on quality and scope of the output/ deliverables by saving on resources employed.	The contract should include provision for evaluation of quality, scope and the timing of deliverables and certificate for its acceptability may be recorded. Payment should be made only against certificate of acceptance of deliverables.
Time over-run: As time is not linked to the payment. There may be tendency for the consultant/ service provider to save on deployment of resources which may result in time-over-run.	While the payments are not linked to time, the assignment should be monitored per month to ensure that the output per month is in line with planned and estimated time-line.
Bias against Economic solutions: Since the percentage payment is linked to the total cost of the project, in the case of architectural or engineering services, percentage contracts implicitly lack incentive for economic design and are hence	Therefore, the use of such a contract for architectural services is recommended only if it is based on a fixed target cost and covers precisely defined services.

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discouraged.

3.5 Retainer and Success (Contingency) Fee Contract

3.5.1 In Retainer and Success (Contingency) fee contracts the remuneration of the consultant includes a retainer (time based, monthly payment) and a success fee (Percentage based), the latter being normally expressed as a percentage of the estimated or actual Project cost. Thus, this type of contract is a combination of Time Based and Percentage Contracts.

Due to risks and mitigations discussed below, Retainer and contingency fee contracts are widely used when consultants (banks or financial firms) are preparing companies for sales or mergers of firms, notably in privatization operations. It can also be used for assignments related to organisational restructuring/ change.

3.5.2 Retainer-ship and Contingency Fee Contracts - Risks and Mitigations

<i>Risk</i>	<i>Mitigation</i>
All Risks as applicable to both Percentage Contracts and Time Based contracts are encountered in this case	Same mitigation strategies as in both Percentage and Time Based contracts may be adopted in this case.

3.6 Indefinite Delivery Contract (Price Agreement)

3.6.1 These contracts are used when Procuring Entity need to have "on call" specialized services, the extent and timing of which cannot be defined in advance. This is akin to the system of 'Rate Contracts' or framework contracts in the procurement of Goods. There is no commitment from Procuring Entity for the quantum of work that may be assigned to the consultant/ service provider. The Procuring Entity and the firm agree on the unit rates to be paid, and payments are made on the basis of the time/ quantum of service actually used. The consultant/ service provider shall be selected based on the unit rate quoted by them for providing the services.

These are commonly used to retain "advisers" or avail services 'on-call' - for example; expert adjudicators for dispute resolution panels, institutional reforms, procurement advice, technical troubleshooting, Document Management, Taxi Services, Temporary Manpower Deployment and so forth – normally over a period of a year or more.

3.6.2 Indefinite Delivery Contracts - Risks and Mitigations

<i>Risk</i>	<i>Mitigation</i>
Risk of over-utilization: Indefinite Delivery Contracts are at risk of being over-utilized in excess of actual need since the scrutiny of service need may not be as intense as in case of other types of contracts.	The need assessment of utilized services should be subject to some scrutiny, to ensure that there is no abnormal unexplainable trend in utilization. Such contracts need to be closely monitored and administered by the 'Procuring Entity' to ensure that there is no indiscriminate or unwarranted usage and a maximum contract value may be laid down to keep control over usage and approval of CA may be obtained to extend it beyond such limit.

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3.6.2 Indefinite Delivery Contracts - Risks and Mitigations	
<i>Risk</i>	<i>Mitigation</i>
	A system of monthly reporting of payouts and quantum of work achieved by the consultant/ service provider to CA should be instituted to enable supervision. In the report a monthly payout benchmark may be kept, above which the report may be required to be sent to a level above CA.
The quality and Scope of the Output/ deliverables as in Lump-sum Contracts, is not linked to the payment. There may be tendency for the consultant/service provider to cut corners on quality, scope and timing of the output/ deliverables by saving on resources employed.	The contract should include provision for evaluation of quality and scope of deliverables and certificate for its acceptability may be recorded. Payments should be released only against such certificates.
Performance in each time period is not linked to the payment. There may be tendency for the consultant/ service provider to use resources in a dilatory and unproductive manner.	Contracts need to be closely monitored and administered by the 'Procuring Entity' to ensure that the progress of assignment is commensurate with the time spent and that the resources for which payment is claimed have actually efficiently and productively been deployed on the assignment during the period. A system of monthly reporting of payouts and quantum of work achieved by the consultant/ service provider to CA should be instituted to enable supervision.
Time and Cost over-run is a major risk in such contracts, as the output may not be achieved in the estimated time.	This type of contract should include an upper limit of total payments to be made to the consultants/ service providers to safeguard against excessive prolonging of time and payments. After this limit is reached, or the period of completion is exceeded, CA should review justification for extension of the contract.

3.7 Systems of Selection of service providers

3.7.1 Since the quality and scope of a consultancy assignment are not tangibly identifiable and consistently measurable, the technical and financial capability of consultants becomes an important though indirect determinant for quality and scope of performance. In such a situation value for money is achieved by encouraging wide and open competition among equally competent consultant. Thus, selection of consultants is Therefore, normally done in a two stage process. In the first stage, likely capable sources are shortlisted, if need be through an 'Expression of Interest' (Eoi) through advertisement. On the basis of responses received, consultants meeting the relevant qualification and experience requirements for the given assignment are shortlisted for further consideration. The shortlist should include a

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sufficient number, not fewer than three (3) and not more than eight (8) eligible firms. In the second stage, the shortlisted consultants are invited to submit their technical and financial (RfP) proposals generally in separate sealed envelopes. Evaluation of the technical proposals is carried out by evaluators without access to the financial part of the proposal. Financial proposals are opened after evaluation of quality.

3.7.2 The relative importance of Quality and Price aspects may vary from assignment to assignment depending on complexities/ criticality of quality requirements, internal capability of Procuring Entity to engage and supervise the assignment, as well as the value of procurements. Hence different systems of selection of consultants/ service providers are designed to achieve appropriate relative importance (weightage) of Quality and Price aspects. Decision on system of selection is normally preceded by an assessment of the capacity of the user to engage and supervise the implementation of proposed assignment. The selection method chosen depends to some extent on this assessment. Selection of system of selection also should take into account the likely field of Bidders.

3.7.3 The nomenclature of various selection methods below is in line with generally prevalent nomenclature and Therefore, varies slightly from the terms used in the 2006 version of Finance Ministry's 'Manual of Policies and Procedure of Employment of consultants'.

- i) Price based System - Least Cost Selection (LCS);
- ii) Quality and Cost Based Selection (QCBS);
- iii) Direct Selection: Single Source Selection (SSS)

3.7.4 Unlike Procurement of Consultancy Services, procurement of other services is done by a simpler process akin to those of procurement of Goods and Works. In procurement of other (non-consultancy) services normally system of selection used is lowest price (L-1) basis as in procurement of Goods/ works for technically responsive offers. Under very special circumstances Single Source Selection may also be used. However, in highly technical and complex services, where quality is important (say in studies like seismic surveys, airborne data acquisition etc) where use of QCBS system appears to be called for, it may be better handled as a consultancy contract.

3.7.5 It has become a practice among some procuring entities to routinely assume that open tenders which result in single bids are not acceptable, and to go for re-tender as a 'safe' course of action. This is not correct. Re-bidding has costs: firstly the actual costs of retendering; secondly the delay in execution of the work with consequent delay in the attainment of the purpose for which the procurement is being done; and thirdly the possibility that the re-bid may result in a higher bid¹⁷. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- 1) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
- 2) The qualification criteria were not unduly restrictive; and

¹⁷As stated under para 11.8 of OM No.F.1/1/2021-PPD issued by Department of Expenditure dated 20.10.2021

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3) Prices are reasonable in comparison to market values¹⁸

3.8 Price based System - Least Cost Selection (LCS)

3.8.1 In this method of selection, consultants/ service providers submit both a technical proposal and a financial proposal at the same time. Minimum qualifying marks for quality of the technical proposal are prescribed as benchmark (normally 75 (seventy five) out of maximum 100 (hundred)) and indicated in the RfP along with a scheme for allotting marks for various technical criteria/ attributes. *Alternatively, since in LCS selection, technical offers do not require be ranked (or adding of weighted technical score to financial score – as in QCBS selection), it would suffice in appropriately simple cases (please refer to para 6.2.2), if the evaluation criteria is only a fail/ pass criteria prescribing only the minimum qualifying benchmark. Thus, in LCS, a simplified evaluation criteria may also be used where instead of a marking scheme a minimum fail/pass benchmark of technical evaluation may be prescribed (i.e. must have completed at least two similar assignments; must have a turnover of at least Rs 10 (Rupees Ten) Crore etc). Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids.* The technical proposals are opened first and evaluated and the offers who are qualifying as per these technical evaluation criteria will only be considered as technically responsive, and the rest would be considered technically nonresponsive and would be dropped from the list. Financial proposals are then opened for only eligible and responsive offers (Financial bids of other unresponsive bidders are returned unopened) and ranked. L-1 offer out of the responsive offers is selected on price criteria alone without giving any additional weightage to marks/ ranking of Technical proposal. *This system of selection is roughly the same as the price based selection of L-1 offer (among the technically responsive offers) in procurement of Goods/ Works.* In Finance Ministry's 2006, 'Manual of Policies and Procedure of Employment of consultants/ service providers', this is called QCBS, which is not the generally prevalent nomenclature. (Rule 193 of GFR 2017, also see para 6.9.1)

LCS is considered suitable for recruiting consultants/ service providers from firms in most assignments that are of a standard or routine nature (such as engineering design of non-complex works) where well established practices and standards exist. It is the simplest and the quickest system of selection and under normal circumstances, this method of evaluation shall be used as default since it allows for minimum satisfactory technical efficiency with economy. Justification must be provided if a selection method other than LCS is to be used.

3.8.2 Least Cost Selection - Risks and Mitigations	
Risk	Mitigation
Technical criteria may not be relevant to realization of quality of assignment.	Technical criteria selected should be relevant and proportional to the requirement of quality of assignment and the selection process should be rigorous enough to ensure that on one hand no technically

¹⁸ Notified under para 11.8 vide OM No.F.1/1/2021-PPD issued by Department of Expenditure dated 29.10.2021

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3.8.2 Least Cost Selection - Risks and Mitigations	
Risk	Mitigation
	unsatisfactory bids should be able to get past a loose criteria and on the other handno technically satisfactory offer should get ruled out by tight criteria.
Marking Subjectivity: The scheme of marking or its application may be subjective.	It is important to lay down as objective a scheme of marking as possible. Caseswhere subjectivity is unavoidable (as in evaluation of methodology etc), a system of grading responses and their marking may be laid down in the bidding documents. Procuring Entity should also have a system of conciliation and moderation of widely disparate markings by different members of evaluation committee.

3.9 Quality and Cost Based Selection (QCBS)

3.9.1 In QCBS selection, minimum qualifying marks (normally 70-80 (seventy – eighty) out of maximum 100 (hundred) marks) as benchmark for quality of the technical proposal will be prescribed and indicated in the RfP along with a scheme for allotting marks for various technical criteria/ attributes. During evaluation of technical proposal, quality score is assigned out of the maximum 100 (hundred) marks, to each of the responsive bids, as per the scheme laid down in the RfP. The consultants/ service providers who are qualifying as per the technical evaluation criteria are considered as technically responsive, and the rest would be considered technically nonresponsive and would be dropped from the list. Financial proposals are then opened for only eligible and responsive offers and other financial offers are returned unopened to bidders. The Financial Proposals are also given cost-score based on relative ranking of prices, with 100 (hundred) marks for the lowest and pro-rated lower marks for higher priced offers. The total score shall be obtained by weightingthe quality and cost scores and adding them. The weight given to the technical score may not be confused with the minimum qualifying technical score (though they may in some case be equal). For example, the weightage given to cost score may be 30% (thirty percent) and technical score may be given weightage of 70% (seventy percent, but should never be more than 80%). The ratio of weightages for cost and Technical score could also be 40:60 (forty: sixty) or 50:50 (fifty: fifty) etc. However, the weight for the "cost" shall be chosen, taking into account the complexity of the assignment and the relative importance of quality. The proposed weightings for quality and cost shall be specified in the RfP. The firm obtaining the highest total score shall be selected. *It may be noted that theoretically QCBS system with weight of 100% (hundred percent) for the 'cost' approximates the price based LCS system.*In Finance Ministry's 2006 'Manual of Policies and Procedure of Employment of consultants',this is called CQCCBS, which is not the generally prevalent nomenclature. This method of selection shall be used for highly technically complex and critical assignments where it is justifiable to pay appropriately higher price for higher quality of proposal. Table 3 provides a suggestive weighting for QCBS. (Rule 192 of GFR 2017, also see para 6.9.2)

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Table 3. A suggestive weighting of scores for QCBS

Description	Remarks	Quality/Cost Weighting (%) in QCBS	Score (%) in QCBS
High complex/downstream consequences/specialised assignments	Use QCBS with higher technical weightage	80/20	
Moderate complexity	Majority of cases will follow this range	75-65/ 35-25	
Assignments of a standard or routine nature such as auditors/procurement agents handling the procurement	Use of LCS is appropriate	60-50/40-50	

3.9.2 QCBS - Risks and Mitigations	
<i>Risk</i>	<i>Mitigation</i>
Inappropriate Selection of QCBS: There is a possibility that QCBS system is selected where LCS or other systems would have been more appropriate considering the quality requirements or the capability of Procuring Entity to monitor the assignment.	Selection of QCBS should be justified and applied only under circumstances mentioned above.
Weightage of Technical: Cost may not be proportional to quality requirements	Weightage different from 70:30 (seventy: thirty) should be adequately examined and justified.
Technical criteria may not be relevant to realization of quality of assignment.	Technical criteria selected should be relevant and proportional to the requirement of quality of assignment and the selection process should be rigorous enough to ensure that on one hand no technically unsatisfactory bids should be able to get past a loose criteria and on the other hand no technically satisfactory offer should get ruled out by tight criteria.
Marking Subjectivity: The scheme of marking or its application may be subjective.	It is important to lay down as objective a scheme of marking as possible. Cases where subjectivity is unavoidable (as in evaluation of methodology etc), a system of grading responses and their marking may be laid down in the bidding documents. Procuring Entity should also have a system

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3.9.2 QCBS - Risks and Mitigations	
Risk	Mitigation
	of conciliation and moderation of widely disparate markings by different members of evaluation committee.

3.10 Direct Selection: Single Source Selection (SSS)

3.10.1 Under some special circumstances, it may become necessary to select a particular consultant/ service provider where adequate justification is available for such single-source selection in the context of the overall interest of Procuring Entity. In Finance Ministry's 'Manual of Policies and Procedure of Employment of consultants', this is called DNS, which is not the generally prevalent nomenclature. (Rule 194 of GFR 2017, also see para 6.9.3) The selection by SSS/ nomination is permissible under exceptional circumstance such as:

- i) tasks that represent a natural continuation of previous work carried out by the firm;
- ii) in case of an emergency situation, situations arising after natural disasters, situations where timely completion of the assignment is of utmost importance;
- iii) situations where execution of the assignment may involve use of proprietary techniques or only one consultant has requisite expertise;
- iv) At times, other PSUs or Government Organizations are used to provide technical expertise. It is possible to use the expertise of such institutions on a SSS basis;
- v) Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Ministry or Department. Full justification for single source selection should be recorded in the file and approval of the competent authority obtained before resorting to such single-source selection.

Procuring Entity shall ensure fairness and equity, and shall have a procedure in place to ensure that:

- a) the prices are reasonable and consistent with market rates for tasks of a similar nature; and
- b) the required consultancy services are not split into smaller sized procurement.

3.10.2 All works/purchase/ consultancy contracts awarded on nomination basis should be brought to the notice of following authorities for information-

- a) The Secretary, in case of ministries/departments.
- b) The Board of directors or equivalent managing body, in case of Public Sector Undertakings, Public Sector Banks, Insurance companies, etc;
- c) The Chief Executive of the organisation where such a managing body is not in existence.
 - 1. The report relating to such awards on nomination basis shall be submitted to the Secretary/Board/Chief Executive /equivalent managing body, every quarter.
 - 2. The audit committee or similar unit in the organisation may be required to check at least 10% of such cases.

3.10.2	SSS - Risks and Mitigations
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Risk	Mitigation
<p>Inappropriate Selection of SSS: There is a possibility that SSS system is selected where LCS or other systems would have been more appropriate considering the quality requirements or the capability of Procuring Entity to monitor the assignment. The assignment may be split into parcels to avoid competitive selection systems or to avoid obtaining higher level approvals for SSS.</p>	<p>Full justification for single source selection should be recorded in the file and approval of the competent authority (schedule of Procurement Powers – SoPP should severely restrict powers for SSS selection) obtained before resorting to such single- source selection. In direct selection, the Procuring Entity should ensure fairness and equity and the required consultancy/ other services are not split into smaller sized procurement to avoid competitive processes.</p>
<p>Cost may be unreasonably High: The single consultant/ service provider is likely to charge unreasonably high price.</p>	<p>Procuring Entity must have a procedure in place to ensure that the prices are reasonable and consistent with market rates for tasks of a similar nature. If necessary negotiations may be held with the consultants/ service providers to examine reasonableness of quoted price.</p>

3.11 Fixed Budget – based Selection (FBS) for consultancy services :

3.11.1 GFRs 2017 provide three methods for selection/evaluation of consultancy proposals viz. Quality and Cost Based Selection (QCBS), Least Cost System (LCS) and Single Source Selection (SSS). The Fixed Budget Based Selection(FBS) method is hereby also allowed for selection of consultants. Under this method, cost of the consulting services shall be specified as a fixed budgeted in the tender document itself. FBS may be used when :

- (i) the type of consulting services required is simple and/or repetitive and can be precisely defined; and
- (ii) the budget can be reasonable estimated and set based on credible cost estimates and/ or previous selections which have been successfully executed; and
- (iii) the budget is sufficient for the consultant to perform the assignment.

3.11.2 Under FBS, the selection of the consultant shall be made by one of the following two methods :

- (i) By a competitive selection process, based only on quality, using specific marking criteria for quality in the manner indicated in Rule 192(i) of the GFR. The proposal with the highest technical score that meets the fixed budget requirement shall be considered for placement of contract.
- (ii) In cases of repetitive or multiple assignments, by empanelling suitable quality criteria. Thereafter, selection of a specific consultant for a specific assignment from such panel shall be based on overall considerations of public interest including timeliness, practicability, number of other assignments already given to that consultant in the past, etc. In such cases the budget for each assignment shall also be fixed by the procuring entity.

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Chapter 6: Selection of consultants by Competitive Process

6.1 The evaluation process

The selection process for consultants generally includes the following steps:

- i) Preparation and issuance of the Request for Proposals (RfP);
- ii) Pre-proposal meeting;
- iii) Receipt of proposals;
- iv) Evaluation of technical proposals: consideration of quality;
- v) Public opening of financial proposals;
- vi) Evaluation of financial proposals;
- vii) Selection of the winning proposal;
- viii) Negotiations with the selected bidder, if required; and
- ix) Award of the contract to the selected firm.

6.2 Preparation and Issuance of the Request for Proposals (RfP)

6.2.1 The Request for Proposals (RfP) is the bidding document in which the technical and financial proposals from the consultants are obtained. For procurement of Consultancy Services, the RfP is sent only to the short listed consultants. *In procurement of other (non-consultancy) Services, since the procurement is done without EoI, RfP is advertised, except in case when value of procurement is less than Rs 10 (Rupees Ten) Lakhs.* It contains the following sections:

- i) A letter of invitation (LoI);
- ii) Information to consultants (ITC) and data sheet (which contains assignment specific information);
- iii) Terms of Reference (ToR);
- iv) List of key experts required for the assignment;
- v) Requirement of qualifications and experience of the firm and key experts;
- vi) Criteria of proposal evaluation and selection procedure;
- vii) Standard formats for the technical proposal;
- viii) Standard formats for the financial proposal; and
- ix) Proposed form of the contract, including General Conditions of Contract and Special Conditions of Contract;
- x) Proposed procedure to be followed pertaining to mid-term review of the progress of the work and review of the final draft report.

The Procuring Entity shall use the applicable standard RfP with minimal changes as necessary to address project-specific issues. The Procuring Entity may use e-Procurement platform to issue RfP.

6.2.2 **Simplified Technical Proposal:** In LCS system of evaluation, since the technical scores are not ranked or weighted and added to Financial Scores, it would suffice if instead of a detailed marking scheme for the criteria/ sub criteria, minimum fail-pass qualifying benchmarks are laid down for each criteria/ sub criteria. For such assignment technical evaluation can be carried out by following a simplified procedure for evaluation of technical quality and only a Simplified Technical Proposal (STP, instead of a Full Technical Proposal - FTP) may be called for and indicated in the data sheet of the RfP document. STP should be

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used, when the assignment is: (i) unlikely to have significant downstream impact; (ii) of a routine nature where ToR already defines details of tasks to be performed and required output and approach, methodology, organisation and staffing could be evaluated without use of sub criteria; and (iii) that characteristics of work do not require further detailed evaluation of the consultant's experience (e.g. engagement of accountants, auditors, consultant engineers etc). STP reduces the time and cost required to prepare the proposal and could be evaluated faster by the Evaluation Committee. For example following parameters can be used:

- i) Minimum experience including number of assignments handled by the firm similar to the area of assignment;
- ii) Turnover and other financial parameters of the firm, if required;
- iii) Minimum educational qualifications of each of the key professionals;
- iv) Minimum requirement of experience of the key professionals in an area similar to the proposed assignment.

All the firms which meet the minimum qualifying standards/ criteria so prescribed will stand technically qualified for consideration of their financial bids.

6.2.3 Letter of Invitation (LoI)

The Letter of Invitation (LoI) shall state the intention of the Procuring Entity to enter into a contract for the provision of consultancy services, details of the Procuring Entity, and date, time, and address for submission of proposals.

6.2.4 Instructions to consultants (ITC)

The Instructions to consultants (ITC) shall consist of two parts: (1) standard information; and (2) assignment specific information. The assignment specific information is added through the data sheet. The ITC contains all necessary information that would help the consultants prepare responsive proposals, and shall bring in as much transparency as possible to the selection procedure by providing information on the evaluation process and by indicating the evaluation criteria and factors and their respective weights and minimum passing quality score. Standard information includes clauses relating to the procedure of bid submission, relating to pre-bid meeting, for seeking clarifications, and so on. The assignment/job specific information will be prepared separately and include the date and time of bid submission, contact address, qualification criteria, method of selection, evaluation process, factors of evaluation and their respective weights, and so on.

Since cost is part of the selection criterion the ITC shall not indicate the budget (except in case of Fixed Budget System of selection), but shall indicate the expected input of key professionals (staff time). Consultants, however, shall be free to prepare their own estimates of staff time necessary to carry out the assignment. The ITC shall specify the proposal validity period [normally 60 (sixty) days].

6.2.5 Standard Formats for Technical and Financial Proposals

- i) The standard formats for technical proposals include those specified for FTP or STP:
 - a) Technical proposal submission form (including declaration on conflict of interest, eligibility, following Code of Integrity in Public Procurement - CIPP);
 - b) For a JV, a LoI or copy of existing agreement, as applicable;

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- c) Power of attorney (in case of a JV, lead member to be authorised);
 - d) consultant's organisation and experience (for FTP only);
 - e) Comments and suggestions on ToR, counterpart staff and facilities to be provided by the client(for FTP only);
 - f) Description of approach and methodology and work plan for performing the assignment;
 - g) Work schedule and planning for deliverables; and
 - h) Team composition, key expert's inputs, attached CVs.
 - i) Format for Comments/ modifications suggested on proposed form of contract.
- ii) The standard formats for a financial proposal include:
- a) Financial proposal form;
 - b) A summary sheet of the cost to be quoted by the Bidder;
 - c) Remuneration payable; and
 - d) Reimbursable expenses

6.2.6 Important Provisions of RfP/ Contracts

- i) **Currency:** Under normal circumstances, all the contracts should be based on Indian Rupees only. RFPs shall clearly state that firms may express the price for their services, in the currency specified in RfP. If RfP allows proposals in any other currency, the date and the exchange rate (normally date of opening of the Technical Bid) for converting all the bid prices to Indian Rupees shall be indicated in RfP.
- ii) **Price Adjustment:** In case the duration of the contract is expected to exceed 18 (eighteen) months for a time-based contract or an Indefinite delivery contract, a price adjustment provision for the remuneration rate should be included in the contract based on the Consumer Price Index in the country. Lump-sum contracts shall not generally be subject to price adjustment except for small value multi-year contracts (forexample, for auditors). Short-term contracts where the delivery period does not extend beyond 18 (eighteen) months should normally be concluded with a firm and price fixed by inviting tenders accordingly. However, even for shorter deliveries, the price adjustment [or Price Variation Clause (PVC)] may be stipulated for items with inputs (raw material, man power, etc.), prone to short-term price volatility - especially for critical or high value services – otherwise there is a possibility of the contract failing or the purchaser having to pay a higher price if prices fall.

Where it is decided to conclude the contract with a variable price, an appropriate clause incorporating, inter-alia, a suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date. It is best to proactively provide our own PVC in the tender document to discourage different bidders quoting different formulae and different base dates, which may lead to problems on bringing their prices on a common comparable footing.

The variations are to be calculated periodically by using indices published by Governments/ chambers of commerce/London Metal Exchange / any other neutral and fair source of indices. Suitable weights are to be assigned to the applicable elements,

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that is, fixed overheads and profits, material and man power in the price variation formula.

The following are important elements of PVC:

- a) The price agreed upon should specify the base date, that is, the month and year to which the price is linked to enable variations being calculated with reference to the price indices prevailing in that month and year;
- b) The price variation formula must also stipulate a minimum percentage of variation of the contract price, only above which the price variation will be admissible (for example, where the resultant increase is lower than, say, two per cent of the contract price, no price adjustment will be made in favour of the supplier);
- c) The price variation clause should provide for a ceiling on price variations, particularly where escalations are involved. It could be a percentage per annum or an overall ceiling or both;
- d) Where advance or stage payments are made there should be a further stipulation that no price variations will be admissible on such portions of the price, after the dates of such payment;
- e) Where deliveries are accepted beyond the scheduled delivery date subject to levy of liquidated damages as provided in the contract. The L.D (if a percentage of the price) will be applicable on the price as varied by the operation of the PVC;
- f) No upward price variation will be admissible beyond the original scheduled delivery date for defaults on the part of the supplier. However, a downward price variation would be availed by the purchaser as per the denial clause in the letter of extension of the delivery period;
- g) Price variation may be allowed beyond the original scheduled delivery date, by specific alteration of that date through an amendment to the contract in cases of force majeure or defaults by Government;
- h) Where contract execution depends on imported (subject to customs duty and foreign exchange fluctuations) and/or locally sourced goods/ works/ services (subject to excise duty and other duties and taxes), the percentage and element of duties and taxes included in the price should be specifically stated, along with the selling rate of foreign exchange element taken into account in the calculation of the price of the imported item;
- i) The clause should also contain the mode and terms of payment of the price variation admissible; and
- j) The buyer should ensure a provision in the contract for the benefit of any reduction in the price in terms of the PVC being passed on to him.
- k) An illustrative PVC clause is available in Annexure 2F.
- l) Care should be exercised in contracts providing for price variation to finalise the price before final payment is made, after obtaining data and documents in support of claims for escalation, if any. Where no such claims are submitted

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by the suppliers, an examination of whether there has been a downward trend in the cost, which the contractor may not bring out, is required. At any rate, an undertaking should be obtained from the contractor to the following effect in case it becomes necessary to make the final payment before he has submitted the required data/documents related to the PVC:

"It is certified that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction in the contract rate."

m) Notwithstanding the above formalities, it should be appreciated that it is in the interest of the purchaser to be vigilant about downward variation and it is, therefore, the basic responsibility of the purchase officers to make sure that the benefits of downward variation, wherever it occurs, are fully availed of.

iii) **Payment Provisions:** Payment provisions, including amounts to be paid, schedule of payments, and payment procedures, shall be indicated in RfP and also in the draft contract. Payments may be made at regular intervals (as under time-based contracts) or for agreed outputs (as under lump sum contracts).

Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments for example in the following types of cases :-

- a) Advance payment demanded by firms holding maintenance contracts for servicing of Air- conditioners, computers, other costly equipment, etc.
- b) Advance payment demanded by firms against fabrication contracts, turn-key contracts etc.

Such advance payments should not exceed the following limits :

- 1) Thirty per cent. of the contract value to private firms;
- 2) Forty per cent. of the contract value to a State or Central Government agency or a Public Sector Undertaking; or
- 3) in case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

Ministries or Departments of the Central Government may relax, in consultation with their Financial Advisers concerned, the ceilings (including percentage laid down for advance payment for private firms) mentioned above. While making any advance payment as above, adequate safeguards in the form of bank guarantee etc. should be obtained from the firm.

iv) **Bid Securities (Rule 170 of GFR 2017):** Normally in procurement of consultancy services, it is not a practice to ask for Bid Security. However Procuring Entity has the option of requiring a bid security in time-critical procurements. When used, to safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Central Purchase Organisation or the concerned Ministry of Department or Startups as

recognized by Department of Industrial Policy & Promotion (DIPP)³⁰. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value. The amount of bid security should be determined accordingly by the Ministry of Department and indicated in the bidding documents. The bid security may be accepted in the form of Insurance Surety Bonds³¹, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Bid security should be released to unsuccessful bidders once the contract has been signed with the winning consultant at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc³². In exceptional cases, in place of a Bid security, Procuring Entities after seeking approval of the competent authority may consider asking Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be suspended for the period of time specified in the request for proposals document from being eligible to submit Bids/Proposals for contracts with the Procuring Entity.

- a). **Performance Security (Rule 171 of GFR 2017):** To ensure due performance of the contract, performance security [or Performance Bank Guarantee (PBG) or Security Deposit (SD)] is to be obtained from the successful bidder awarded the contract. Performance security should be for an amount of five (5) to ten (10) per cent of the value of the contract as specified in the bid documents [The value has been reduced to three (3) percent till 31.03.2023. Refer to para 6.1.2 (iv) (d) below]. Performance security may be furnished in the form of Insurance Surety Bond ³³, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities ³⁴.

³⁰ Notified vide OM No.F.20/2/2014-PPD(Pt.) issued by Department of Expenditure dated 25.07.2017

³¹ Notified vide OM No.F.1/1/2022-PPD issued by Department of Expenditure dated 02.02.2022

³² Notified vide OM No. F.1/2/2022-PPD issued by Department of Expenditure dated 01.04.2022

³³ Notified vide OM No. F.1/1/2022-PPD issued by Department of Expenditure dated 02.02.2022

³⁴ A set of rules developed by the International Chamber of Commerce first adopted in 1992. The latest version URDG 758 provides a framework for harmonising international trading practices and establishes agreed-upon rules for independent guarantees and counter-guarantees among trading partners for securing payment and performance in worldwide commercial contracts.

Submission of Performance Security is not necessary for a contract value upto Rupees 1 (one) lakh.

Bank guarantees, either received in physical form or electronic form, should be verified for its genuineness following prescribed method for the same and the Organisations should do due diligence on genuineness of the Bank Guarantees before acceptance of the same

- b). Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- c). The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract. Return of Bid/ Performance Securities should be monitored by the senior officers and delays should be avoided. If feasible, the details of these securities may be listed in the e-Procurement Portal, so make the process transparent and visible.
- d). On account of the COVID-19 pandemic, that caused slowdown in economy, it is decided to reduce Performance Security from existing five to ten percent to three (3) percent of the value of the contract for all existing contracts till 31.03.2023. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated. All tenders/ contracts issued/ concluded till 31.03.2023 should also have the provision of reduced Performance Security. In all contracts, where Performance Security has been reduced to three percent, the reduced percentage shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.03.2023. Similarly, in all contracts entered into with the reduced percentage of Performance Security of three percent, there will be no subsequent increase in Performance Security even beyond 31.03.2023. Where, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender, or the Secretary of the Ministry/ Department, whichever is lower. Specific reasons justifying the exception shall be recorded³⁵.
- e). As per Rule 172 (1) of General Financial Rules (GFRs) 2017, ordinarily payment for services rendered or supplies made should be released only after the services have been rendered or supplies have been made. The rule further provides for advance payment in case of maintenance contracts and

³⁵Notified vide OM No.F.9/4/2020-PPD issued by Department of Expenditure dated 30.12.2021

fabrication contracts keeping adequate safeguards in the form of obtaining Bank Guarantees (BGs) from the firms.

f) The Government of India has recently approved a revamped Reform based and Results Linked Power Sector scheme, in which installation of smart pre-paid meters will be done across the country. Advance payment towards electricity usage by Government office through pre-paid metering is central to the envisaged reforms process. Government Departments can make advance payments to authorized DISCOMS for pre-paid metered electricity without insisting on any BGs. However, proper accounting of all the payments must be made³⁶.

v) **Proposed form of contract:** The contract includes accepted ToR methodology, general and specific conditions of contract, etc. wherever possible, the Procuring Entity shall use the Standard Form of Contract. The general conditions of contract shall include all such conditions which are common in nature and not project specific. Such conditions include clauses pertaining to sub contracting, methods of payment, termination and extension of contracts, arbitration, variation in quantities, indemnity and insurance, force majeure, conflict of interest, compliance to local laws and taxes and duties etc. The project specific conditions include clauses relating to the assignment in hand. These clauses should be carefully developed to protect the interest of the Procuring Entity. vi) **Conflict of interest:** The consultant shall not receive any other remuneration from any source in connection with the same assignment except as provided under the contract. Consultants assisting a client in privatisation of public assets shall neither purchase nor advise purchasers of such assets. Similarly, consultants hired to prepare ToR for an assignment shall not be hired for the assignment in question and shall not be in a conflict of interest situation as described in the RfP/contract.

vii) **Professional Liability:** The consultant is expected to carry out its/his assignment with due diligence and in accordance with the prevailing standards of the profession. As the consultant's liability to the Procuring Entity will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that: (a) there must be no such limitation in case of the consultant's gross negligence or wilful misconduct; (b) the consultant's liability to the Procuring Entity may, in no case, be limited to less than a multiplier of the total value of the contract to be indicated in the RfP and special conditions of contract (the amount of such limitation will depend on each specific case); and (c) any such limitation may deal only with the consultant's liability toward the Procuring Entity and not with the consultant's liability toward third parties.

viii) **Staff Substitution of Key Professional:** During an assignment where key professionals are named in the contract, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the consultant), the consultant shall propose other staff of at least the same level of qualifications for approval by the Procuring Entity. The RfP/contract must specifically make provision for terms and conditions under which the staff can be replaced, about the remuneration to be paid, and so on.

³⁶Notified vide OM No.F.1/8/2021-PPD issued by Department of Expenditure dated 29.07.2021

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- ix) **Applicable Law and Settlement of Disputes:** The contract shall include provisions dealing with the applicable law, which should be the law applicable in India and the forum for the settlement of disputes – applicable Arbitration Clause and procedures.
- x) **Training or Transfer of Knowledge:** If the assignment includes an important component of training or transfer of knowledge to the Ministries/ department staff, the ToR shall indicate the objectives, nature, scope, and goals of the training programme, including details on trainers and trainees, skills to be transferred, timeframe, and monitoring and evaluation arrangements. The cost of the training programme shall be explicitly stated in the consultant's contract and in the budget for the assignment.

(Rule 186 of GFR 2017)

xi) Tender Documents³⁷ :

- a) The tender document is the fundamental document in the public procurement process as after award of the contract it becomes part of the contract agreement. All necessary provisions governing the contract should be clearly provided in the tender document. Examples are technical specifications, drawings, commercial terms and conditions including time period, inspection, payment terms, obligations of the procuring entity and the suppliers timeframe/ milestones, tax implications, compliance framework for statutory and other norms, dispute resolution. Provisions/ clauses in the tender document should be clear to avoid differences in interpretation and possible time overrun, cost overrun and quality compromises. Model Tender Documents³⁸ issued by the DoE may be used, with due customisation.
- b) In tenders containing General Conditions of Contract (GCC), additional/ special conditions to be incorporated in the tender document, shall be need based and specific. The GCCs should not be altered and changes, if any, in conditions of contract should only be made through the Special Conditions of Contract.
- c) Procuring entities may issue instructions regarding appropriate delegation of authority for variations and changes in the scope of the contract.
- d) Provision of price variation, wherever considered appropriate, as well as methodology for calculation of the same shall be clearly stipulated in the tender document.
- e) Technical and Financial eligibility Criteria for the bidders are important in the public procurement process. They shall be clear and fair, having regard to the specific circumstances of the procurement. Appropriate parameters should be prescribed in the eligibility criteria for bidders, to enable selection of the right type of bidders in public interest, balancing considerations of quality, time and cost.
- f) Open online tendering should be the default method to ensure efficiency of procurement. Public authorities should also keep the experience criteria broad based so that bidders with experience in similar nature of items/ goods can participate.
- g) Pre-bid conference may be conducted for large value tenders by Procuring Entities. The Place and time of pre-bid conferences should be mentioned in the tender document and/

³⁷ Notified under para 12 vide OM No.F.1/1/2021-PPD issued by Department of Expenditure dated 29.10.2021

³⁸ Model Tender Document for Procurement of Non-Consultancy Services issued by Department of Expenditure dated 20.10.2021

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or publicized through the website of the procuring entity and/ or through newspaper publication.

6.3 Pre-proposal Meeting

- i) In all cases of large value or complex assignments, a pre-proposal meeting may be prescribed in the RfP. The date and time for such a meeting should normally be after 15 to 30 (fifteen to thirty) days of issue of the RfP and should be specified in the RfP itself. During this meeting, the scope of assignment, responsibilities of either parties or other details should be clearly explained to the prospective bidders so that there is no ambiguity later at the time of submission of technical/financial bids. Where some significant changes are made in the terms/scope of the RfP as a result of the pre-bid meeting or otherwise considered necessary by the Procuring Entity, a formal corrigendum to the RfP may be issued, to all bidders. In such cases, it should be ensured that, after issue of the corrigendum, reasonable time (not less than 15 (fifteen) days) is available to the bidders to prepare/submit their bids. If required, the time for preparation and submission of bids may be extended, suitably.
- ii) Pre-Notice Inviting Tender (NIT) Conference: In complex and innovative procurement cases or where the procuring entity may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help the procuring entity in obtaining inputs from the industry. Such conferences should be widely publicised so that different potential suppliers can attend³⁹.

6.4 Receipt of Proposal

The Procuring Entity should allow enough time to the bidders to prepare their proposals. The time allowed shall depend on the assignment, but normally shall not be less than four weeks and not more than three months. In cases where participation of international consultants is contemplated, a period of not less than eight weeks should normally be allowed. If necessary, the Government Ministry/ Department shall extend the deadline for submission of proposals. The technical and financial proposals shall be submitted at the same time. To safeguard the integrity of the process, the technical and financial proposals shall be submitted in separate sealed envelopes, kept in an outer sealed envelope. The technical bids will be opened immediately after closing of receipt of technical bids by the Consultancy Evaluation Committee (CEC). The financial proposals shall remain sealed and shall be opened publicly only for those firms that have qualified technically. Any proposal received after the closing time for submission of proposals (Late Bids) shall not be considered (*Rule 188 of GFR 2017*) and shall be returned unopened. Report of Bid-opening may be prepared as per Annexure 5. It may be noted that as per guidelines, now all procurement are to be done through e-Procurement. (*Rule 187 of GFR 2017*).

6.5 Consultancy Evaluation Committee (CEC)

6.5.1 For all cases having financial implications of more than Rs. 10 (Rupees Ten) lakh, a Consultancy Evaluation Committee (CEC), comprising of normally three members including Financial Adviser or his representative and a representative of the user, shall be constituted

³⁹ Notified under para 9.2 vide OM No.F.1/1/2021-PPD issued by Department of Expenditure dated 20.10.2021

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as per SoPP, in order to carry out the consultant selection procedure. The CEC should not be very large as it may slow down the evaluation process. However, suitable domain/technical experts may be included in the committee to render assistance in evaluation of the bids. No member of CEC should be reporting directly to any other member of the CEC. The CEC shall be responsible for all aspects and stages of the consultant selection, that is, evaluation of EoI, shortlisting of consultants, deciding TORs, issuance of RfP, evaluation of technical and financial proposals, negotiations and final selection of the consultant. There no need to constitute any other committee for technical evaluation, preliminary evaluation, etc. Even in case of selection of a consultant by direct negotiations having financial implications more than Rs. 10 (Rupees Ten) lakh, the CEC shall negotiate with the consultant on technical and financial aspects. (separate committees may be constituted for separate assignments).

6.5.2 The representative of the user Department will work as a convenor of the CEC. He shall distribute the RfP to the CEC members and request them to familiarize themselves with the characteristics and requirements of the assignment, the selection procedures, and the evaluation criteria and sub-criteria. The convener of the CEC should also call meeting of the CEC members to review any questions they may have on the evaluation principles, procedures, and objectives etc.

6.5.3 Technical proposals for consultancy services are an intellectual product. Their evaluation must be based on individual professional judgement of competent evaluators and should not be reduced to a purely arithmetical exercise. The difficulty is to ensure that this judgement is not exercised in an unreasonable or arbitrary manner. It is important that subjectivity, implicit to any individual professional judgement, be complemented by transparency, consistency, and fairness. The individual evaluator entrusted with the evaluation, when required, should be able to explain to the satisfaction of a qualified reviewer from the higher authority or to enforcement agencies the reason for his/her scoring and recommendation. One way to achieve this objective is by adopting a rating/ grading system for evaluation of the criteria and sub-criteria (if so specified in the RfP) in the technical proposals.

6.5.4 After the review meeting, the CEC meets again to define the grades of the rating system to be adopted for scoring the technical proposals (if not detailed in the RfP), according to the criteria and sub criteria set out in the Data Sheet. To discourage subjectivity and avoid the use of points and fractions of points, the rating system provides a few grades (from three to four) for each criterion and sub-criterion. Minimum qualifying marks or relative qualifying method for quality of the technical proposal will be prescribed and indicated in the RfP. The grading system must be defined before the technical proposals are opened to prevent bias (or perceived bias) occurring because of the CEC's knowledge of the opened proposal contents. It is recommended that the evaluation and scoring of technical proposals be carried out only after defining the grading system. Otherwise, CEC members would have to assign a level of responsiveness of the proposals to each of the different criteria and sub criteria without guidance and support from predefined grades. This could easily distort the evaluation for the following main reasons:

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- i) Evaluators may differ, even widely, in their definition, understanding, or interpretation of the same criterion and also because of their subjective experience and understanding of the ToR;
- ii) Disparities in evaluators' relative generosity or severity in judgment and ratings can easily be magnified by the lack of common definitions of the requirements to be considered for each criterion and sub-criterion;
- iii) Large differences in scores caused by inadequate understanding of the ToR or improper use of the evaluation criteria and sub-criteria are difficult to reconcile and explain.

6.5.5 Before starting the evaluation, the CEC members should ensure that they

- i) have no conflict of interest;
- ii) understand the rating and scoring system;
- iii) have been provided with evaluation worksheets; and
- iv) Agree on how to evaluate the proposals.

6.5.6 After the rating system has been defined and proposals have been opened, the evaluation process can begin. Members of the CEC should not engage in any communication with short-listed firms from the date of their appointment to the date on which the contract is awarded.

6.5.7 Precise and exact markings of criteria and sub-criteria specified in technical evaluation (especially of unquantifiable criteria e.g. evaluation of Methodology) may neither be feasible nor warranted, especially when there is bound to be variation among marks by different members of CEC. Instead of assigning marks over the full range of attributes, it is more appropriate to divide the range into 4-5 slabs of ratings. A possible example of rating could be:

Rating	Assessment	Detailed Evaluation, in case of unquantifiable Criteria	Marks
A	Very Good	The service providers have outstanding, advanced expertise in specific problem areas of the assignment that can promise an excellent execution of the assignment. The service providers' staff includes top experts in the field of the assignment. The service providers are considered world-class specialists in the approaches and methodologies dealing with specific issues in the assignment. The service providers operate according to well-established Quality Management (ISO 9002 etc.) Procedures.	Full Marks
B	Good	The service providers have extensive experience in the field of the assignment and have worked in Regions and Sectors with similar physical and institutional conditions, including similar critical issues. Permanent staff are adequate and highly qualified to cover the requirements of the assignment. The service providers have experience with advanced approaches and methodologies for dealing with the specific	80% of full Marks

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Rating	Assessment	Detailed Evaluation, in case of unquantifiable Criteria	Marks
		requirements of the assignment	
C	Satisfactory	The service providers have experience in the field of assignments similar to the one being considered, but have not dealt with critical issues specific to it (such as, for instance, delicate social or environmental issues). The service providers are experienced in the use of standard approaches and methodologies required for the assignment. The service providers' permanent staff are adequate.	60% of full Marks
D	Unsatisfactory	The service provider has experience which is not considered adequate for the quality needed by the Project.	30% of full Marks
E	Not Relevant	The service provider' experience has no or little relevance to the Project under consideration.	10% of full Marks

6.5.8 The evaluation of the proposals shall be carried out in two stages: at the first stage evaluation of responsiveness and technical proposals is taken up. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded as the envelope containing the financial proposal is not opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened which obtain minimum qualifying marks/standards prescribed for the technical proposal. The evaluation shall be carried out in full conformity with the provisions of the RfP.

6.5.9 CEC duties are to be discharged personally by the nominated officers. They may take help of their subordinate officers by way of reports/ evaluations, but they would still be answerable for such decisions. CEC members cannot co-opt or nominate others to attend deliberations on their behalf. CEC deliberations are best held across the table and not through circulation of notes.

All members of the CEC should resolve their differences through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst CEC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view. However, such situations should be rare. The Competent Authority (CA) can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.

In cases where the CA does not agree with the majority or unanimous recommendations of the CEC, he should record his views and, if possible, firstly send it back to CEC to reconsider along the lines of the tender accepting authority's views. However, if the CEC, after considering the views of the CA, sticks to its own earlier recommendations, the CA can finally decide as deemed fit, duly recording detailed reasons. He will be responsible for such decisions. However, such situations should be rare.

(Rule 189 of GFR 2017)

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6.6 First Stage of Evaluation: Consideration of Responsiveness

Each member of the CEC should first read all proposals, without scoring them. This first review helps determine whether the proposals are free of significant omissions or deviations from the ToR or other key requirements of the RfP; it also allows CEC members to assess the overall clarity of the proposals and identify elements that will require special attention in the evaluation. Proposals without earnest money (bid security), unsigned and incomplete (i.e. when the required bid formats have not been submitted), not responding to the ToR fully and properly and those with lesser validity than that prescribed in the RfP will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal for evaluation of quality. CEC shall evaluate each proposal on the basis of its responsiveness to the ToR. A proposal shall be considered unsuitable and shall be rejected at this stage if it fails to comply with important aspects as described in the RfP. A technical proposal containing any material financial information shall also be rejected

6.7 Evaluation of the Quality – Technical Proposals

6.7.1 In the second stage evaluation process CEC members shall apply the criteria and sub-criteria set forth in the Data Sheet. Each proposal should be judged on its own merits and assigned an absolute - not comparative - grade. A comparative evaluation would single out the best proposal on a relative scale, but still could leave the Procuring Entity with a poor proposal. Instead, the evaluation should measure absolute quality scored against predefined criteria and sub-criteria. The Procuring Entity shall evaluate each technical proposal taking into account criteria as prescribed in the RfP: (a) the consultant's relevant experience for the assignment; (b) the quality of the methodology proposed; (c) the qualifications of the key staff proposed; and (d) capability for transfer of knowledge (if relevant). Each of the technical proposals will be evaluated for the criteria prescribed in the RfP by awarding marks so as to make the total maximum technical score of 100 (one hundred). The criteria and weightage to each criteria or sub-criteria would depend on the requirements of each case and may be fixed objectively. A model scheme of maximum/minimum marks in terms of percentage is, however, proposed in Table 2.

Table 3. A model scheme of maximum/minimum marks in terms of percentage

Rated Criteria	Range of Percentage for Score
1. Consultantcy firm's Specific Experience	5-10%
2. Methodology	20-50%
3. Qualification and relevant experience of Key Staff	30-60%
4. Transfer of Knowledge*	0-10%
Overall	100 %

Note: * If this criterion is not required, the marks can be adjusted against some other criteria. The weight given to the firm's experience can be relatively modest, since this criterion has already been taken into account when short listing the consultant. More weight shall be given to the methodology in the case of more complex assignments (for example,

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multidisciplinary feasibility or management studies). Evaluation of only the key personnel is recommended. Since key personnel ultimately determine the quality of performance, more weight shall be assigned to this criterion if the proposed assignment is complex. The CEC shall review the qualifications and experience of proposed key personnel in their curricula vitae, which must be accurate, complete, and signed by an authorized official of the consultant and the individual proposed. The experience criteria mentioned in point 1 in the table above holds true for Consultancy Firm and not for an individual consultant.

6.7.2 The CEC shall normally divide the above criteria mentioned in Table 2 into sub- criteria. However, the number of sub criteria should be kept to the minimum that is considered essential. For example, methodology Criteria can be sub-divided into sub-criteria as:

- i) understanding of ToR (30% weightage);
- ii) acceptability and detailing of methodology and work plan (50% weight);
- iii) innovation, if it is important (20% weightage);

The criteria for suitability of the key professionals for the assignment can also be divided into:

- a) Educational qualifications (20% weightage),
- b) Professional experience in the required area of assignment (80% weight).

As mentioned in para 6.2.2 earlier, in LCS, a simplified evaluation criteria laying down minimum qualifying fail-pass benchmarks for each criteria/ sub criteria (instead of marking schemes) may also be used in appropriate cases. All offers that pass the qualifying benchmarks are declared as technically qualified and their financial bids are opened.

6.7.3 CEC members should carry out the evaluation independently and score the proposal based on the rating criteria.

6.7.4 The CEC evaluation should be based on the proposal as submitted. Under no circumstances can the CEC request information or clarifications that may change the proposals. Issues to be clarified with the selected consultant will have to be discussed during negotiations. Individual evaluators' results are recorded on pre-established worksheets. After each member has independently rated all criteria and sub-criteria, it is good practice to read each proposal again to ensure that scores reliably reflect the quality of the proposal.

6.7.5 Next, the CEC should conduct a joint review and discuss the merits of individual evaluations and scores. Some evaluators tend to be generous while others will be rigid in their judgment and ratings. Such disparity does not matter, provided each evaluator is consistent and differences in scores are not too large. Large differences should be reviewed and explained; because they often are caused by improper or inaccurate use of the rating system. Reconciling differences that are considered too large by the CEC may result in members revising some of their ratings and scores. As such, any changes should be recorded. If a discussion is needed to reach a final decision, an independent party should prepare minutes. Finally the scores given by different members may be averaged out. During the meeting, the CEC should also comment on the strengths and weaknesses of all proposals that have met the minimum technical score indicated in the RFP. This will help identify any elements in the winning proposal that should be clarified during negotiations.

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6.7.6 Eventually, for each of the technical proposals, the CEC should calculate the average of the scores allocated to each criterion by all members, establish the technical ranking of the proposals, identify the best, and propose it for award. The evaluation also establishes whether a proposal passes the minimum qualifying mark (or technical score, normally 75 (seventy five)) provided for in the RfP. If one or more proposals fail to meet the minimum qualifying mark, both individual and joint assessments must be carefully reviewed and justified. Short-listed consultants are usually discouraged when their proposals are rejected, particularly when they are only a few points below the minimum mark; therefore, the Procuring Entity should be prepared to debrief consultants to explain the evaluation of their proposals.

6.7.7 At the end of the technical evaluation process, the CEC shall prepare a technical evaluation report of the "quality" of the proposals recording the scores given to each criterion and sub-criterion, as well as explain the decisions and take the competent authority's (CA) approval. For each proposal, the report also should substantiate the results of the evaluation and indicate technical weaknesses or deviations from the terms set out in the RfP and comment on their acceptability. This committee shall record in details the reasons for acceptance or rejection of the bids analysed and evaluated by it. The CA may ask the CEC to explain the report, but should not request that scores be changed. It should review the CEC's evaluation of each proposal (on technical, contractual, and other aspects). The CA should decide how any acceptable deviation in each proposal should be handled during negotiations, in case that proposal is ranked first. The technical evaluation report is a confidential document, and its contents shall not be disclosed. All records relating to the evaluation, such as individual mark sheets, shall be retained until completion of the project and its audit. A sample format for preparation of technical evaluation report and financial evaluation report including award recommendation to the competent authority is given at Annexure 6.

6.7.8 Only consultants qualifying as per the technical evaluation criteria will be considered as eligible for the consultancy assignment. All the firms which meet the minimum qualifying standards/criteria so prescribed will stand technically qualified for consideration of their financial bids.

6.8 Evaluation of Cost

6.8.1 After evaluation of quality has been completed, the Procuring Entity shall notify those consultants whose proposals did not meet the minimum qualifying standard or were considered non-responsive to the RfP and/or ToR, indicating that their financial proposals will be returned unopened after completing the selection process. In case of QCBS, the Procuring Entity shall simultaneously notify the consultants that have successfully satisfied the qualifying standard or where marks have been awarded, the minimum qualifying marks, and indicate the date and time set for opening the financial proposals. In such a case, the opening date shall not be later than three weeks after the notification date. The financial proposals shall be opened publicly in the presence of representatives of the technically qualified consultants who choose to attend. The Evaluation Committee demonstrably verifies that the financial proposals have remained sealed and then opens them. The name of the consultant, quality scores, and proposed prices shall be read aloud and recorded when the financial proposals are opened. No modification to financial proposals is permitted. The Procuring Entity shall prepare the minutes of the public opening. Format at Annexure 5 may

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be used for this purpose. When electronic submission of proposals is used, this information shall be posted online.

6.8.2 For a time-based contract, any arithmetical errors shall be corrected and prices shall be adjusted if they fail to reflect all inputs that are included in the respective technical proposals. For a lump-sum contract, the consultant is deemed to have included all prices in its/his financial proposal so neither arithmetical correction nor any other price adjustment shall be made. For QCBS, the proposal with the lowest offered total price shall be given a financial score of 100 % (one hundred per cent) and other financial proposals given scores that are inversely proportional to their prices. This methodology shall be specified in the RfP document

6.8.3 For the purpose of comparing proposals, the costs shall be converted to Indian Rupees as stated in the RfP. The CEC shall make this conversion by using the BC selling exchange rates for those currencies as per the exchange rate quoted by an official source, for example, the State Bank of India. The RfP shall specify the source of the exchange rate to be used and date of the exchange rate to be taken for comparison of costs. This date shall be the date of opening of technical bids

6.8.4 For the purpose of evaluation, the total cost shall include all taxes and duties for which the Procuring Entity makes payments to the consultant and other reimbursable expenses, such as travel, translation, report printing, or secretarial expenses as indicated in the RfP document

6.8.5 When using QCBS, the scores of quality and cost scores shall be weighted appropriately and added to determine the most advantageous proposal.

(Rule 190 of GFR 2017)

6.8.6 An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has *substantially failed* to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

6.9 Selection of the winning consultant

Before a final award is announced, the technical and financial credentials of the selected bidders/ consultant should be crosschecked to the extent feasible.

6.9.1 LCS Selection

Under the LCS procedures, the financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on

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will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract. The CEC will put up a report on financial evaluation of the technically qualified consultants to the competent finance authority along with the recommendation that the least cost proposal (L-1) can be approved/ invited for negotiation and for final award of contract.

6.9.2 QCBS Selection (Rule 192 of GFR 2017)

Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent) or any other respective weightages as declared in the RfP (Example, 60:40, 50:50, but not greater than 80%). The proposed weightages for quality and cost shall be specified in the RfP. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X (1-X) + T_{high}$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy five) and the weightage of the technical bids and financial bids was kept as 70:

30 (Seventy: Thirty). In response to the RfP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 75 (Seventy five) thus, all the three proposals were found technically suitable. Using the formula T/T_{high} , the following technical points are awarded by the evaluation committee:

A: $75/90 = 83$ points B:

$80/90 = 89$ points C:

$90/90 = 100$ points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.

B: Rs.100.

C: Rs.110.

Using the formula C_{low}/C , the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points B:

$100/100 = 100$ points C:

$100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $83 \times 0.30 + 83 \times 0.70 = 83$ points. Proposal

B: $100 \times 0.30 + 89 \times 0.70 = 92.3$ points Proposal C:

$91 \times 0.30 + 100 \times 0.70 = 97.3$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3

Proposal B: 92.3 points: H-2

Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.