

e - Tender for “Selection of Vendor for Installation and implementation of CCTV monitoring and related services (Recording, Viewing, CCTV & other Services) during the Delhi Legislative Assembly Election (DLAE), 2025 for the NCT of Delhi”.

E - Tender No: CEO / P&I / 1 306 / 2023-24 / Vol. III
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Office of the Chief Electoral Officer, Delhi
Old St. Stephen's College Building
Kashmere Gate, Delhi – 110006



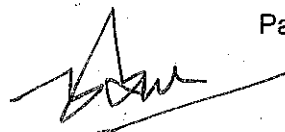
Disclaimer

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 CEO, DELHI to the Bidders or any other person, but an invitation to receive responses from eligible, interested parties for CCTV monitoring and other services 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 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.

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 CEO, DELHI. In case any major revisions to this E-TENDER are made by CEO, DELHI preceding the last date of submission of the Bids, 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

Selection of Vendor for Installation and implementation of CCTV monitoring and other related services (Recording, Viewing, CCTV & other Services) during the Delhi Legislative Assembly Election (DLAE), 2025 for the NCT of Delhi.

Proposals are invited from qualified and experienced agencies / interested parties for Installation and implementation of CCTV monitoring services (Recording, Viewing, CCTV & other Services), LED TV, LED Wall etc., during the Delhi Legislative Assembly Election(DLAE), 2025 for the NCTof Delhi.

Interested Bidders, who qualify as per the criteria mentioned in the document, may submit their proposals through e-tendering by on late date till 3:00 PM (as per GeM Schedule) on GeM portal.

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

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



1. Fact Sheet

Item	Description
Name of the Purchaser	Chief Electoral Officer, DELHI
Tender Inviting Authority	Chief Electoral Officer, DELHI
Job Requirement	E-TENDER for Selection of Vendor for Installation and implementation of CCTV monitoring services (Recording, Viewing, CCTV & other Services), LED TV, LED Wall etc., during the Delhi Legislative Assembly Election 2025 for the NCT of Delhi.
Method of Selection	<p>The method of selection is Lowest / Least Cost Based Selection (LCBS) L1 after qualification in technical eligibility.</p> <p>However, only those bidders who qualify in the technical bid are eligible for opening of financial bid</p>
Date of E-TENDER issue	As per GeM Schedule
Last date for Submission of Pre- Bid Queries	<p>All the queries should be received on or before on 4th day till 6 PM (as per GeM schedule) through email only with subject line as follows:</p> <p>“E-TENDER for Selection of Vendor for Installation and implementation CCTV monitoring, LED TV, LED Wall and related services during the Delhi Legislative Assembly Election - 2025 for the NCT of Delhi”</p> <p>_<Bidder’s Name>”.</p> <p>The Pre-Bid queries to be sent to the following Email ID: <i>eoproc11@gmail.com</i></p>



Item	Description
Date and time for Pre-bid meeting	on 5th day at 11.00 AM (as per GeM schedule) 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 8th day (as per GeM schedule) .
Last date and time for Bid / Proposal submission (on or before)	On last date till 3.00PM (as per GeM schedule) 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	On last date at 5.00 PM (as per GeM schedule) Venue: To be opened online
Result of Technical Evaluation & Date and time for Opening of Commercial 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 3.67 Crore
Bid document Fees	NIL
Earnest Money Deposit (EMD)	Bid Security (Earnest Money Deposit) for an amount of Rs 12, 00,000 (Rs. Twelve 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 e-procurement portal and the original EMD shall also be physically submitted to the



	<p>office of CEO, Delhi by bidder before the due date and time of bid submission end date i.e till 3.00 PM (as per GeM Schedule) 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.</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 one year from the Effective date of Agreement.
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	<p>Sh. Bhupendra Kumar, Deputy Chief Electoral Officer, Office of the Chief Electoral Officer, Old St. Stephen College Building, Kashmere Gate, Delhi – 110006. Mail Id : <i>eoproc11@gmail.com</i> Phone number : 011 - 21320034</p>

Note:

- a. The above date, time and venue may be altered by 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 lifes as the case may be. The CEO, Delhi shall not be liable to bear such liabilities.



2. E-tender proposal

Online tender responses 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 of this E-TENDER document.

2.1 Earnest Money Deposit (EMD)

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

- a) Bid Security (Earnest Money Deposit) for an amount of **Rs. 12, 00,000 (Rs. Twelve 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. 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. The EMD should be valid for 45 days beyond the bid validity period.
- 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 the right to terminate the contract.
- d). However, notice will be given to the Bidder with a reasonable time before the EMD is forfeited.



3. **Preamble**

The Election Commission of India has directed that CCTV solutions shall be provided for ensuring transparency in election process and shall cover the activities such as Nomination, Scrutiny, Symbol Allotment, Training, Commissioning of EVMs, Storage of EVMs in the strong rooms, Counting process etc.,

The Bidder who fulfill the eligibility criteria, are requested for response towards the CCTV 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.

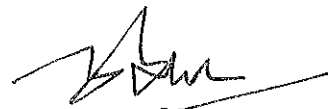
Note: The actual requirement may vary as per site requirement as assessed by DEOs/ROs.



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 procure necessary software licenses, equipment, network elements and support wherever required. No unauthorized / illegal software / hardware to be used.
- (g) Arranging, managing and training of manpower and training of field staff and officers of the state/district/head quarter/control room/polling booths/counting centers/strong room will be the responsibility of Successful Bidder.
- (h) 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.
- (i) Successful Bidder shall submit Performance Guarantee of 5 % of the cost of the work order.
- (j) Deadline / last date for signing contract: Within 07 working days of issue of work offer.
- (k) The Successful Bidder need to fine tune the solution as per the ECI requirements and should implement the same to the satisfaction of ECI /CEO, Delhi with no extra costs.
- (l) 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.



- (m) 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).
- (n) If the Lowest bidder (L1) does not perform the work satisfactorily, 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.
- (o) The CEO, Delhi reserves the right to change the schedule of the bidding process. Please visit the GeM portal for regular update.
- (p) In case of any ambiguity in the interpretation of any clause in the e-tender documents, the interpretation of the clause by the CEO, Delhi shall be final and binding on the bidder. The decision of the CEO, Delhi in the process of tender evaluation shall be full and final.
- (q) 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.
- (r) 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 CEO, Delhi during / after opening of the bids but before award of contract, he /she may do so only in writing.
- (s) 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.
- (t) A certificate in the format mentioned in Section 65B of the Indian Evidence Act, 1872 shall necessarily be given by the bidder before releasing the payment.
- (u) 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.
- (v) 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.

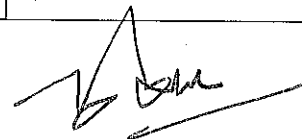


5. **Technical Eligibility Conditions :**

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 12, 00,000 (Rs. Twelve 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" .	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.
3	Turn Over and Network	Average Annual financial turn over during the last three Financial years i.e. 2021-22, 2022-23 and 2023-24, ending 31 st March, 2024 should be at least Rs. 3.67 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	a) The Bidder should have executed CCTV surveillance work for elections such as Nomination, Scrutiny, Strong Room, Commissioning of EVMs and Counting etc. during the last three years ending March, 2024. b) The bidder should have experience of having	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



		<p>successful execution of CCTV monitoring, LED TV and LED Wall etc., in the last three Financial year including the current financial year i.e from 1st April, 2021 to till the bid submisison date.</p> <p>i. One work worth 80% of estimated cost (or) ii. Two works each worth 50 % of the estimated cost (or) iii. Three works each worth 40 % of the estimated cost.</p> <p>Note: Bidder should fulfill both A and B points of Technical Capability /Experience</p>	
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 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 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.

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6. **Proposals**

The Proposals should be submitted as per below (as per the format prescribed in this tender document 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 5 : Technical Eligibility Conditions. (Work orders / Sanction order/ payment orders/ CRAC generated through GeM portal)
6. Duly **signed copy of this E-TENDER** as a token of agreement for all terms & conditions and for the scope of work.
7. 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.
8. **Self-Declaration Certificate** for Resource Persons and Technical implementation as mentioned at Clause 5 : Eligibility Conditions
9. Duly signed Non – Disclosure Agreement – **duly notarized in Stamp paper of Rs 100/-**
10. Duly signed and **notarized affidavit** for Political neutrality **in Stamp paper of Rs 100/-**
11. Duly signed letter of undertaking for Non – Black listing – **duly notarized in Stamp paper of Rs 100/-**
12. Duly signed undertaking for Non – Retention – **duly notarized in Stamp paper of Rs 100/-**
13. 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.
14. All the supporting documents to be signed on each page and submitted online.
15. Any document submitted on physical mode shall not be considered for technical evaluation.



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 (L1) by including the costs of all items together excluding GST. i.e LCS method
5. Financial bids of only technically qualified bidders will be considered.

Note : Bidder need to quote rates for each line item. Partial quote is not allowed. Prices shall be quoted in Indian Rupees only.

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.

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.

8. Financial Evaluation

The Financial bids will be **evaluated on Least Cost Selection (LCS) method**. 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.

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 CEO, DELHI. The supply and payment will be based on the Work Order(s) issued and actual work executed during the DLAE-2025.

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.



11. Release of Payment

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

- i. Signing of contract
- ii. Signing of Non-Disclosure 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.

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 :

A. Installation and commissioning of CCTV Cameras with wired Connectivity during Election process / period.

CCTV coverage as per the instructions issued by ECI from time to time shall be provided for the poll processes scheduled /happening inside rooms/halls like nomination, scrutiny, withdrawal, symbol allotment, EVM/VVPAT related processes, counting etc. Accordingly, the requirement of CCTVs have been assessed as under for the ensuing Delhi Legislative Assembly Elections 2025:-

S.No	Name of the item	Qty.	Duration
A	CCTV Cameras		
1	Nomination (RO room and Premises) – 05 per ROs for 70 ROs	350	10 days
2	Strong Room for EVMs/ Strong room for Election papers / Postal Ballots - 5per AC for 70 ACs	350	35 days
3	Commissioning of EVMs & VVPATs – 05 Per AC for 70 ACs	350	04 days
4	Training Halls including Voter facilitation counters for postal ballots – 15 per District for 11 districts	165	15 days
5	Reception Centre on Poll Day- 15 per District for 11 districts	165	01 days
6	Counting Centre – 05 per AC for 70 ACs	350	01 day

Note : The above numbers are tentative / indicative only and the actual number of CCTV camera requirements may vary (may increase or decrease) depending upon the site conditions and ECI guidelines and the BIDDER shall provide adequate number of CCTV cameras as per the requirement of DEO/RO concerned.

Technical Specification of CCTV Cameras:-

Description	Details
CCTV camera with wired connectivity and storage for minimum 30 days and its display on LED	IP-based HD web camera
	The facility of local recording
	Minimum 3-megapixel camera resolution
	Night vision capability
	Wide angle with 30 / 170 degrees coverage
	Minimum illumination of 0.05 lux
	The Camera should support a 16-4096 kbps code rate



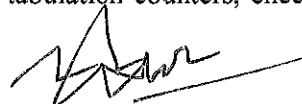
TV	The Camera should support a constant bit rate / variable frame rate of up to 30 fps
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,
	The display to be supported is 1920*1080

Note :

- (a) These cameras should support full HD recording. These cameras will be owned and operated by the Bidder and shall be taken back at the end of the assignment.
- (b) The Bidder shall also provide the required accessories like NVR/DVR, hard disc, storage devices, power backup etc as part of executing this work.
- (c) The minimum storage capacity should be 30 days. The Bidder shall provide the recording details to DEO/RO as and when required by them or within one week after completion of a particular event like Nomination, Training, Reception etc.,
- (d) The Bidder shall deploy sufficient manpower at each site for ensuing uninterrupted CCTV recording, storage as well as display at the designated Control rooms.

Other instructions for CCTV

1. Arrangement of 360 degree coverage inside the room and at the exit gate of the room shall be made to record the process of nomination, scrutiny, withdrawal and allotment of symbol & other critical events such as commissioning of EVM/VVPATs, processes related to postal ballot papers, storage of polled EVMs/VVPATs, opening of strong rooms before taking out the EVMs/VVPATs for counting and counting process etc. shall be recorded in CCTV.
2. **Method of placing cameras:** Cameras shall be placed / handled in such a manner that they can record the general proceedings do not focus on the display of the Control Unit. Proper care should be taken to ensure that the secrecy of voting is not violated in any manner in either case.
3. The CCTV coverage shall include the randomization process for counting personnel, opening of Strong Rooms, transfer of CUs from Strong Room to Counting Hall, Counting Hall arrangements, process of counting and tabulation counters, checking of



two CUs per round by the Observers, security arrangements in and outside the Counting Hall/ Centre, presence of candidates and their agents, declaration of results, handing over of Certificate of Return of Election, placing VVPAT slips in black envelopes and sealing of EVM/VVPATs after counting and any other significant events of the counting process.

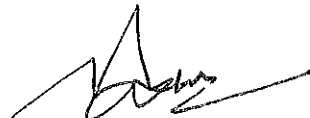
4. The CCTV Camera for counting table earmarked for VVPAT Counting Booth (VCB) shall be installed on ceiling just above the counting table, as per instructions contained in the latest edition of 'Manual on Electronic Voting Machine and VVPAT'. CCTV recordings of the full counting process shall be under the custody of the District Election Officer and shall be treated as records under Rule 93(1) of Conduct of Election.
5. One control room adjacent to the strong room locations should be operative round the clock.
6. CCTV cameras with sufficient storage facility shall be installed. CCTV Camera should cover sealed doors of Polled EVM Strong Room and Election Paper Strong Room, security and corridor etc. A proper system to take back up of CCTV footage shall be ensured. Such video data shall be in the custody of the District Election Officer/Returning Officers.
7. The CCTV recording shall be made at the time of the opening and closing of Polled EVM Strong Room and Election Paper Strong Room.
8. The entire sealing process after counting shall be under CCTV coverage. The CCTV coverage shall be done in a way that entire sealing process is clearly visible.
9. The CCTV shall have the date and time stamping. The CDs/Storage devices of the video recording should be kept in safe custody of the DEO/RO concerned.
10. For installation of CCTV setup, the Bidder will have to create its own infrastructure including Internet, Wiring, Power Plug points, power back up, all other incidental electrical works etc. It shall be the responsibility of the Bidder to ensure that all these equipment function properly 24X7. For this purpose, preventive maintenance must be carried out without disturbing the regular service.
11. All the data generated by means of CCTV setup will be sole property of the CEO, Delhi and this data must be handled safely. The same may be handed over to the DEO/RO/CEO, Delhi, as directed, in proper storage device.



12. The Bidder will have to submit all the recordings within seven (07) days of the completion of the event or as per the requirement of DEO/RO concerned.

S.No.	Submission of recording	Deduction from the Total cost that AC
1.	Non-submission within seven days after completion of the event or as per the requirement of RO/DEO concerned	10 %
2.	Incremental penalty per week	10 %
3.	Non recording / Malfunctioning more than 10 % of the time period.	No Payment shall be made for that camera

13. 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.
14. 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.
15. 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.
16. 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.
17. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
18. 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.
19. 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.
20. The reports may be submitted in hardcopy and in soft copy (through e-Mail /MIS /Shared Folder over Internet) to the officers concerned.



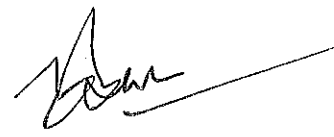
21. The Bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officers of DEO/ROs/CEO, Delhi, within Seven days after event is completed. After handing over the data, the Bidder shall not retain any data in their computers or in any form with them.
22. 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.

A handwritten signature in black ink, appearing to be 'J. Kumar', with a horizontal line underneath.

B. Installation and commissioning of LED TVs for viewing for 24 X 7 monitoring of CCTV footages during poll process, training and other related processes.

Supply and installation of (968 Nos) 55-inch inch LED TVs as per requirement for use in the following offices / control room in NCT of Delhi along with required manpower, wiring etc for viewing the the CCTV recording and other services during the entire election period / poll process.

S.No	Name of the item	Qty.	Duration
A	LED TV with Stand	Qty.	Duration
A(i)	LED TV 55 inch with set-top box		
1	For the District Election Officers @ 01 per District for 11 Districts	11	30 days
2	For the Returning Officers @ 01 per RO for 70 ROs	70	30 days
3	For Observer Room @ 02 per District for 11 Districts	22	30 days
4	For Media Monitoring/Paid News @ 4 per District for 11 Districts	44	40 days
5	For State/CEO Control Room @ four TVs	04	40 days
6	For Eleven District Control room @ 01 per AC for 70 ACs	70	30 days
A(ii)	LED TV 55 inch without set-top box		
1	For 70 Video Viewing Team @ 01 for each AC	70	40 days
2	For 11 District Level Control room for Strong Room @ 70 for 11 Districts (@ one per AC)	70	35 days
3	Viewing of CCTV during commissioning @ 01 per AC for 70 ACs	70	04 days
4	Viewing of CCTV during Training Halls – 01 per District for 11 districts	11	15 days
5	For Training Halls for training purpose 11 Districts @ 20 per District	220	15 days
6	For Reception Control Room (District Level) @ 70 for 11 District (@ one per AC)	70	01 days
7	For Media Centre on Counting Day @ 02 per District and 04 at CEO office,	26	01 day
8	For Display of Strong Room for Political Parties-01 per AC (poll day to counting day)	70	04 days
9	For viewing symbol loading process (in EVM commissioning of room) @ 01 per AC	70	04 days
10	Viewing of CCTV during counting @ 01 per AC for 70 ACs	70	01 day



Technical Specifications: Specifications for LED TV with stand:

S.N.	Descriptions
LED TV along with all required accessories for use as per the purposes mentioned above including Laptops, incidental electrical works etc.,	(a) 55-inch display with floor stand / Slanting stand for dais with the following accessories: (b) 15-meter HDMI & C-Video cable (c) Should have the following inputs (S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output (d) Should come with remote control

1. These LED TVs will be used for the following purposes:
 - a) For viewing CCTV footages during nomination, Scrutiny, withdrawal, Movement, Storage and Commissioning of EVMs, counting process and other poll related activities.
 - b) For imparting training to Election Officials.
 - c) Monitoring of day to day election related activities.
2. The Bidder shall make necessary arrangements for the above activities accordingly.
3. The above numbers are tentative / indicative only and the actual number of LED TV requirements may vary (may increase or decrease) depending upon the site conditions and ECI guidelines and the Bidder shall provide adequate number of LED TVs along with required manpower as per the requirement of DEO/RO concerned.
4. These LED TVs will be owned and operated by the Bidder and shall be taken back at the end of the assignment.
5. The Bidder shall also provide all the required accessories as part of executing this work.
6. The Bidder shall deploy sufficient manpower at each site for ensuing uninterrupted CCTV display / viewing / monitoring at the designated Control rooms.
7. 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.
8. 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.



9. 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.
10. 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.
11. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
12. 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.
13. 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.
14. Penalty Clause : Any delay in initial installation / delay in replacement of non-functional units, a penalty of Rs 1000/ unit/day shall be imposed.



C. Installation and commissioning of LED Wall for training purpose as well as on poll day and counting day

The LED wall will be used for imparting training to election officials as well as display of election related information on poll day and counting day. Twenty-two LED Walls (two per District) will be required for imparting training to election officials. 12 LED walls (11 District@ 01 each and one at CEO office) will be required on poll day and counting day. The Bidder shall also provide other related equipment's as well as manpower for using the LED wall for the stated purposes.

Technical Specifications : Specifications for LED Wall:

Item	Descriptions
LED wall along with all required accessories for use as per the purposes mentioned above (12 x 8 feet)	Internet connectivity with minimum speed required for uninterrupted live-streaming from a reputed service provider with good coverage at training centre, polling station / counting center.

1. These LED Walls will be used for the following purposes
 - a) For imparting training to election officials.
 - b) Monitoring of election related activities on poll day and counting day.
2. The Bidder shall make necessary arrangements for the above activities accordingly.
3. The above numbers are tentative / indicative only and the actual number of LED wall requirements may vary (may increase or decrease) depending upon the site conditions and ECI guidelines and the Bidder shall provide adequate number of LED walls along with required manpower as per the requirement of DEO/RO concerned.
4. These LED walls will be owned and operated by the bidder and shall be taken back at the end of the assignment.
5. The Bidder shall also provide all the required accessories as part of executing this work.
6. The Bidder shall deploy sufficient manpower at each site for ensuing uninterrupted display / viewing / at the designated locations.



7. 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.
8. 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.
9. 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.
10. 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.
11. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.
12. 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.
13. 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.
14. Penalty Clause : Any delay in initial installation / delay in replacement of non-functional units, a penalty of Rs 1000/ unit/day shall be imposed.



17. General Terms and Conditions

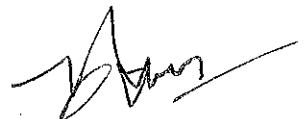
- A. **Legal Jurisdiction:** All legal disputes are subject to the jurisdiction of Courts at New Delhi only and interpreted as per laws applicable in India.
- B. **Indemnity :-** The Bidder shall indemnify, protect and save the CEO, DELHI, against all claims, losses, costs, damages, expenses, action 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 anytime before the award of the contract, 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 vender 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, 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.

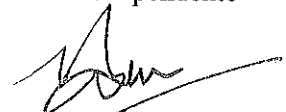
I. DISPUTE SETTLEMENT & ARBITRATION

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.

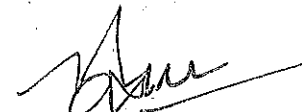
J. Exit Clause:

Before the end of the contract and after the completion of the polling and counting 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 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 CCTV recording of Video and Audio, for Election.

18. Other terms and conditions

1. The Bidder shall be screen 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 CCTVs , LED TVs and LED Walls** 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 CCTVs/LED TVs/LED Walls shall also be provided.
4. Training of all officers/ staff associated with CCTVs/LED TVs/LED Walls is very important. All Presiding Officers, polling officers and Sector Officers for the Polling Stations where CCTVs/LED TVs/LED Walls are planned must be familiarized in these IT equipment's and 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 CCTV monitoring:** All teams so deployed for CCTV monitoring 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 CCTV data:** The CCTV 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.

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



9 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



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:



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 CCTV 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.

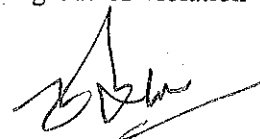
I/We.....hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings /Local Bodies/ Multi National Organizations during the last five years. We also hereby confirm that our EMD/ SD was not forfeited by any State Governments/ Central Government / 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 CCTV monitoring 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 CCTV monitoring 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.



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,

(Authorized signatory)

Name: -

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.

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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 CCTV surveillance and related services 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 CCTV surveillance and related services 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 3 Years (Certified by CA / ANNUAL Balance Sheet)	
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



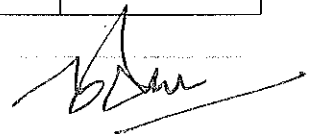
24. **BOQ**

**The Bidder shall submit their offer in the following format in GeM Portal only
(Sample BOQ Format)**

S.No	Name of the item	Qty.	Duration	Rate / item / day	Total Amount (Rs)
A. CCTV cameras					
1	Nomination (RO room and Premises) – 05 per Ros for 70 Ros	350	10 days		
2	Strong Room for EVMs/ Strong room for Election papers / Postal Ballots – 5per AC for 70 Acs	350	35 days		
3	Commissioning of EVMs & VVPATs – 05 Per AC for 70 Acs	350	04 days		
4	Training Halls including Voter facilitation counters for postal ballots – 15 per District for 11 districts	165	15 days		
5	Reception Centre on Poll Day- 15 per District for 11 districts	165	01 day		
6	Counting Centre – 05 per AC for 70 Acs	350	01 day		
	Total Cost for A				
B. LED TV with Stand					
B(i)	LED TV 55 inch with set-top box				
1	For the District Election Officers @ 01 per District for 11 Districts	11	30 days		
2	For the Returning Officers @ 01 per RO for 70 Ros	70	30 days		
3	For Observer Room @ 02 per District for 11 Districts	22	30 days		



4	For Media Monitoring/Paid News @ 4 per District for 11 Districts	44	40 days		
5	For State/CEO Control Room @ four TVs	04	40 days		
6	Four District Control room @ 01 per AC for 70 Acs	70	30 days		
B(ii)	LED TV 55 inch without set-top box				
1	For 70 Video Viewing Team @ 01 for each AC	70	40 days		
2	For 11 District Level Control room for Strong Room @ 70 for 11 Districts (@ one per AC)	70	35 days		
3	Viewing of CCTV during commissioning @ 01 per AC for 70 Acs	70	04 days		
4	Viewing of CCTV during Training Halls – 01 per District for 11 districts	11	15 days		
5	For Training Halls for training purpose 11 Districts @ 20 per District	220	15 days		
6	For Reception Control Room (District Level) @ 70 for 11 District (@ one per AC)	70	01 days		
7	For Media Centre on Counting Day @ 02 per District and 04 at CEO office,	26	01 day		
8	For Display of Strong Room for Political Parties-01 per AC (poll day to counting day)	70	04 days		
9	For viewing symbol loading process (in EVM commissioning of room) @ 01 per AC	70	04 days		



10	Viewing of CCTV during counting @ 01 per AC for 70 Acs	70	01 day		
Total Cost for B					
C. LED WALL 8X 12 feet					
1	For training purpose @ two per District for 11 Districts	22	15 days		
2	For Poll day @ 01 at CEO office and @ 01 for 11 districts)	12	01 day		
3	For Counting day @ 01 at CEO office and @ 01 for 11 districts)	12	01 day		
Total cost C					
Total cost for A + B + C					
Applicable GST					
Grand Total including GST					

Note:

- a. The payment would be made as per the actual number of CCTVs, LED TVs and LED walls used during Election process.
- b. The Grand total amount (**Total cost for A + B + C**) excluding GST will be evaluated to arrive at the Lowest Price (L1 Price). In case of any deviation between rates quoted in numerals and in words, the amount quoted in words shall be treated as final.
- c. The total price excluding GST alone will determine the L1.
- d. The vendor shall submit the offer by filling up all the columns against each item, i.e. Vendor shall quote for all the items listed above. Quotes with blank columns are liable for rejection.
- e. Vendors should quote for all the items in the Package.
- f. 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 as per actual.
- g. 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.



- h. The Price Quote Format should not contain any conditional offers or variation clauses otherwise the Quotes will be summarily rejected.
- i. The demarcation of Districts / Zones / Polling Booths / allotment of Control Centre at CEO Office / Activities shall be as decided by CEO Office.
- j. 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, lodging, boarding, in-station & outstation expenses, etc. and any other cost involved in the delivery of service except GST.
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- k. Additional equipment / display screens/ facilities shall if any added by any DEO / RO shall be paid for additionally at the contracted rates.

Note: All Pages to be signed

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