Request For Proposal (RFP)
For Selection of
Content Delivery Network Service Provider

Tender no.: CDN/01/2014
Date of Issue: 18 March 2014

Issued by:
Election Commission of India
## Glossary

<table>
<thead>
<tr>
<th></th>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.</td>
<td>CV</td>
<td>Curriculum Vitae</td>
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<tr>
<td>2.</td>
<td>CVC</td>
<td>Central Vigilance Commission</td>
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<tr>
<td>3.</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
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<td>4.</td>
<td>LoI</td>
<td>Letter of Intent</td>
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<td>5.</td>
<td>MCA</td>
<td>Master of Computer Applications</td>
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<td>6.</td>
<td>MSA</td>
<td>Master Services Agreement</td>
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<td>7.</td>
<td>NIC</td>
<td>National Informatics Center</td>
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<td>8.</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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<td>9.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<td>10.</td>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>11.</td>
<td>RoC</td>
<td>Registrar of Companies</td>
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<td>12.</td>
<td>SLA</td>
<td>Service Level Agreement</td>
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## Terms and Legends used in this document

<table>
<thead>
<tr>
<th>Symbol / Terms</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>&lt;&lt;   &gt;&gt;</td>
<td>Text to be filled in by the bidder in response to this document</td>
</tr>
<tr>
<td>Election Commission of India</td>
<td>The Election Commission of India (ECI), the “owner” of the project under which this RFP document is being issued</td>
</tr>
<tr>
<td>Bidder / CDN Service Provider</td>
<td>Any firm offering the service(s), as required in the RFP. The bid may be submitted by an OEM or his authorized agent; however, the latter may submit the bid only on behalf of OEM. Also the authorized agent must have proper legal arrangements with the OEM. OEM should undertake all the responsibilities including liabilities for providing seamless CDN Services to ECI.</td>
</tr>
<tr>
<td>CDN</td>
<td>A Content Delivery Network (CDN) provides Web content quickly to numerous users by caching/duplicating the content on multiple interconnected servers and directing the content to users based on proximity</td>
</tr>
<tr>
<td>CDN PoP</td>
<td>A CDN ‘Edge’ server(s) presence delivering content to users based on proximity</td>
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## Important Information

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<th>Particular</th>
<th>Details</th>
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<tr>
<td>1.</td>
<td>Start date of issuance of RFP document</td>
<td>18 March 2014</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for Submission of Pre-Bid Queries</td>
<td>20 March 2014 3.00 PM</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-Bid Conference</td>
<td>21 March 2014 2.30 PM</td>
</tr>
<tr>
<td>4.</td>
<td>Issue of Clarifications on Pre-Bid Queries</td>
<td>22 March 2014</td>
</tr>
<tr>
<td>5.</td>
<td>Last date and time for Bid Submission</td>
<td>28 March 2014 12.00 PM</td>
</tr>
<tr>
<td>6.</td>
<td>Date and time of opening of Pre-Qualification bids</td>
<td>28 March 2014 12.30 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Date and time for opening of Technical bids</td>
<td>01 April 2014 11.00 AM</td>
</tr>
<tr>
<td>8.</td>
<td>Date and time of Presentation by the bidders</td>
<td>07 April 2014 (Time will be informed later)</td>
</tr>
<tr>
<td>9.</td>
<td>Date and time for opening of Commercial bids</td>
<td>Will be informed later</td>
</tr>
</tbody>
</table>
2 Request for Proposal – Selection of CDN Agency

2.1 Fact Sheet

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
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</thead>
<tbody>
<tr>
<td>Section 2.6.3</td>
<td>The method of selection is: L1</td>
</tr>
<tr>
<td>Section 2.5.4.4</td>
<td>RFP can be downloaded from <a href="http://www.eci.nic.in">www.eci.nic.in</a></td>
</tr>
<tr>
<td>Section 2.5.4.5</td>
<td>Earnest Money Deposit of amount 3 (three) lakhs by Demand Draft in favour of “Election Commission of India” and payable at “New Delhi” from any of the nationalized Scheduled commercial Bank OR Bank Guarantee as mentioned in Appendix I- Form 3</td>
</tr>
<tr>
<td></td>
<td>EMD should remain valid for 45 days after the Bid Validity period. The bidders are required to submit the EMD at the following address: Mr. I.C. Goyal Under Secretary (Comp) Election Commission of India Nirvachan Sadan Ashoka Road, New Delhi – 110001 Email: <a href="mailto:icgoel@eci.gov.in">icgoel@eci.gov.in</a></td>
</tr>
<tr>
<td>Section 2.5.4.5</td>
<td>Earnest Money Deposit Refund EMD of all unsuccessful bidders would be refunded by ECI within 30 days of the bidder being notified as being unsuccessful.</td>
</tr>
<tr>
<td>Section 2.5.3</td>
<td>A pre-Bid meeting will be held in the office of: Mr. I.C. Goyal Under Secretary (Comp) Election Commission of India Nirvachan Sadan Ashoka Road, New Delhi – 110001 Email: <a href="mailto:icgoel@eci.gov.in">icgoel@eci.gov.in</a> on the date and time as mentioned in section 1</td>
</tr>
<tr>
<td>Clause Reference</td>
<td>Topic</td>
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<tr>
<td>------------------</td>
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<tr>
<td><strong>Clause Reference</strong></td>
<td><strong>Topic</strong></td>
</tr>
</tbody>
</table>
| | The name, address, and telephone numbers of the Nodal Officer is: Mr. I.C.Goyal  
  Under Secretary (Comp)  
  Election Commission of India  
  Nirvachan Sadan  
  Ashoka Road,  
  New Delhi – 110001  
  Email : icgoel@eci.gov.in |
| | Bidder shall submit not more than 15 pre-bid queries.  
  All the queries should be received on or before the last date of Submission of Queries as mentioned in section 1, through email. |
| Section 2.5.5.2 | Proposals should be submitted in English language |
| Section 2.6.3 | Taxes: As applicable |
| Section 2.5.7.2 | Bid validity Period  
  Proposals must remain valid for 180 days after the last date of Proposal Submission as mentioned in section 1 |
| Section 2.5.4.6 | Submission of Proposals  
  Bidders must submit  
  - An original and two additional copies of each proposal along with one copy of non-editable CD for Prequalification & Technical Proposal  
  - One original copy of the Commercial Proposal |
| Section 2.5.5 | The proposal submission address is: Mr. I.C.Goyal  
  Under Secretary (Comp)  
  Election Commission of India  
  Nirvachan Sadan  
  Ashoka Road,  
  New Delhi – 110001  
  Email : icgoel@eci.gov.in |
| Section 2.5.5 | Proposals must be submitted no later than the last date of Proposal Submission as mentioned in section 1 |
| Section 2.4.1 | Contract Period  
  Any contract that may result from this Government procurement will be issued for a term of 6 (six) months (“the Term”) |
<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
</tr>
</thead>
</table>
| Section 2.7.5    | Validity of Performance Bank Guarantee  
                  Performance Bank Guarantee must remain valid for 60 days after completion of Contract Period |
| Section 2.8.1    | Resubmission of Bidder’s Technical requirements list  
                  Bidder shall be given three days to resubmit the requirements that ECI/NIC has to fulfill / adhere |
2.2 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified CDN Service Providers with sound technical and financial capabilities for providing CDN services as detailed out in the Scope of Work under Section 2.8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in this RFP Document.

2.3 Structure of the RFP

This Request for Proposal (RFP) document for the project of “Content Delivery Network Services for ECI - for dissemination of Election Results” comprise of the following.

i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
   a. General instructions for bidding process
   b. Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation to facilitate ECI in determining bidder’s suitability as the implementation partner
   c. Payment schedule
   d. Commercial bid and other formats

ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
   a. About the project and its objectives
   b. Scope of work for the Implementation Partner
   c. Functional and Technical requirements
   d. Project Schedule
   e. Service levels for the implementation agency

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder’s suitability to become the implementation agency for ECI.

iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) are provided in Annexure IV.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder’s risk and may result in rejection of the proposal.
2.4 Background Information

2.4.1 Basic Information

a) ECI invites responses ("Tenders") to this Request for Proposals ("RFP") from eligible Service Providers/Agencies/Partners ("Bidders") for the provision of providing CDN services as described in Section 2.8 of this RFP, Scope of Work.

b) Any contract that may result from this Government procurement competition will be issued for a term as mentioned in the Fact Sheet.

c) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

2.4.2 Project Background

Election Commission of India is a permanent Constitutional Body established on 25th January 1950. The Constitution of India has vested in the ECI the superintendence, direction and control of the entire process for conduct of elections to Parliament and Legislature of every State and to the offices of President and Vice-President of India. The Commission consists of Chief Election Commissioner and two Election Commissioners.

ECI seeks to enhance the user experience in accessing the General Election 2014 for Parliament and General Election 2014 for Assembly Elections for 3 States. The previous parliamentary elections’ results have been published live on the ECI website. For the upcoming General Election 2014 for Parliament and General Election 2014 for Assembly Elections for 3 States, ECI desires to have a CDN Service Provider who takes the feed of the HTML pages from NIC server and provide access to the users in the country and outside the country through their cache servers. The content on the cache server shall get refreshed suitably so that access to the data provided to the cache server by the CDN Service Provider is current and is in sync with results published on the ECI website. Therefore the purpose (amongst others) of selecting a CDN service provider is to reduce the load of hits on the NIC server by providing the distributed dissemination point for accessing the General Election 2014 for Parliament and General Election 2014 for Assembly Elections for 3 States results as well as browsing the website of ECI.

A need has been felt by ECI to select a suitable Content Delivery Network (CDN) Service provider who shall put in place a suitable solution to meet the above challenges.

2.4.3 Key Information

Objectives
a) Select a Content Delivery Network (CDN) service provider to achieve the following:
   i. Improve the end user experience via peak load handling, high availability, on demand scalability and reliability during election result day(s)
   ii. Provide additional security to prevent security threats during election result days
   iii. Provide needed data for analytics on profiling of accessibility by users

Dependencies
a) National Informatics Center shall provide the ‘Election Results’ data in the form of HTML pages – Refer Appendix V for the specimen formats of the same
b) HTML pages shall be available on NIC ‘Web servers’ at NIC, CGO Complex, New Delhi with fail over at NIC Hyderabad.

Stakeholder Details
Following important stakeholders have been identified:
• NIC
• Citizens
• CDN Service provider
• Election officials
• Government officials
• Public Information Bureau
• News Channels

2.4.4 About ECI
Information about the Department can be obtained at the following web site:
http://eci.nic.in/eci/eci.html

2.5 Instructions to the Bidders
2.5.1 General
a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the ECI on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ECI. Any notification of preferred bidder status by the ECI shall not give rise to any enforceable rights by the Bidder. The ECI
may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the ECI.

d) This RFP supersedes and replaces any previous public documentation & communications from ECI, and Bidders should place no reliance on such communications.

e) If the bidder is an authorized agent of a CDN OEM, he must have proper legal arrangements with the OEM. OEM should undertake all the responsibilities including liabilities for providing seamless CDN Services to ECI. The bidder shall provide due authorization letter as per Form 9 in Appendix I.

2.5.2 Compliant Proposals / Completeness of Response

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

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

2.5.3 Pre-Bid Meeting & Clarifications

2.5.3.1 Pre-bid Conference

a. Department may hold a pre-bid meeting with prospective bidders. Refer Fact Sheet for details.

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the designated officer on or before the Date mentioned in the Fact Sheet.

c. The queries should necessarily be submitted in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Document Reference(s) (Section &amp; Page Number(s))</th>
<th>Content of RFP requiring Clarification(s)</th>
<th>Points of clarification</th>
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<tr>
<td>S. No.</td>
<td>RFP Document Reference(s) (Section &amp; Page Number(s))</td>
<td>Content of RFP requiring Clarification(s)</td>
<td>Points of clarification</td>
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<td>6.</td>
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d. **ECI shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the ECI.** The replies to the queries shall be published on ECI website (www.eci.nic.in).

### 2.5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. **The Nodal Officer notified by the ECI will endeavor to provide timely response to all queries. However, ECI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ECI undertake to answer all the queries that have been posed by the bidders.**

b. **At any time prior to the last date for receipt of bids, ECI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.**

c. **The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the [www.eci.nic.in](http://www.eci.nic.in) and emailed to all participants of the pre-bid conference.**

d. **Any such corrigendum shall be deemed to be incorporated into this RFP.**

e. **In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ECI may, at its discretion, extend the last date for the receipt of Proposals.**

### 2.5.4 Key Requirements of the Bid

**2.5.4.1 Consortium**

Consortium shall not be permitted.

**2.5.4.2 Sub-contracting**

Sub-contracting / outsourcing shall not be permitted.

**2.5.4.3 Right to Terminate the Process**

a. **ECI may terminate the RFP process at any time and without assigning any reason. ECI makes no commitments, express or implied, that this process will result in a business transaction with anyone.**

b. **This RFP does not constitute an offer by ECI. The bidder's participation in this process may result ECI selecting the bidder to engage towards execution of the contract.**
2.5.4.4 RFP Document

The bidder can download the RFP document from the website provided in the Fact sheet.

2.5.4.5 Earnest Money Deposit (EMD)

a. Bidders (except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or this Department) shall submit along with their Bids, EMD of said amount as mentioned in the Fact sheet.
b. EMD of all unsuccessful bidders would be refunded by ECI as mentioned in the Fact sheet.
c. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
d. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
f. The EMD may be forfeited:
   - If a bidder withdraws its bid during the period of bid validity.
   - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP and within specified time.

2.5.4.6 Submission of Proposals

a. The bidders should submit their responses as per the format given in this RFP in the manner mentioned in the Fact sheet.
b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes superscribing “Pre-Qualification Proposal”, "Technical Proposal" and “Commercial Proposal” respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be. All pages should be numbered as “Page # of n”.
c. Please Note that Prices should not be indicated directly or indirectly in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked << RFP Reference Number>> and the wordings “DO NOT OPEN BEFORE” <<Date and Time as mentioned in the Fact sheet>>.
e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

i. In case of any discrepancy observed by ECI in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by ECI in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

2.5.4.7 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

2.5.5 Preparation and Submission of Proposal

2.5.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ECI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

ECI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.5.5.2 Language

The Proposal should be filled by the Bidder in the language as mentioned in the Fact sheet. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the translation in the language as mentioned in the Fact sheet shall govern.
2.5.5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to ECI as mentioned in the Fact sheet:

2.5.5.4 Late Bids

a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened by Speed-post only.
b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
c. ECI shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
d. ECI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.5.6 Deviations

The bidder may not provide any deviation / non-compliance to the contents of the RFP document. Any deviation /non-compliance may lead to rejection.

2.5.7 Evaluation Process

a. A Proposal Evaluation Committee shall be formed to evaluate the responses of the bidders
b. The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals if the committee desires and feels the need for it.
e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

2.5.7.1 Tender Opening
The submitted Proposals will be opened by the proposal evaluation committee, in the presence of such of those Bidders or their representatives who may like to be present at the time of opening. The date of opening shall normally be as per the Fact sheet. However any change in the date shall be mentioned on the ECI website only.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal, besides personal photo id.

### 2.5.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of for the period mentioned in the Fact sheet.

ECI may at its discretion extend the bid’s validity period. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended by the bidder. A bidder acceding to the request will neither be required nor be permitted to modify its Bid. A bidder may refuse the request (to extend the validity period) without forfeiting its EMD. In any case, the EMD of the bidders shall be returned after completion of the process.

### 2.5.7.3 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals :
   - Are not submitted in as specified in the RFP document
   - Received without the Letter of Authorization (Power of Attorney)
   - Are found with suppression of details
   - With incomplete information, subjective, conditional offers and partial offers submitted
   - Submitted without the documents requested in the RFP document
   - Have non-compliance of any of the clauses stipulated in the RFP
   - With lesser validity period
   - Without EMD

b. All responsive Bids will be considered for further processing as below.
   A list of responsive bidders shall be prepared, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard. Financial bids of successful bidders shall be opened on a date which shall be specified on ECI website. Interested bidders may attend if they so desire.
2.6 Criteria for Evaluation

2.6.1 Pre-Qualification (PQ) Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The Bidder should be a company registered under Indian Companies Act 1956.</td>
<td>1) Certificate of Incorporation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Should be Company registered under Companies Act, 1956</td>
<td>2) Registration Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Registered with the Indian Service Tax Authorities and local Sales tax Authorities (as applicable)</td>
<td>3) Memorandum of Association or Filings to the Stock Exchanges</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Should have been operating for the last three years providing Network / IT / Telecommunication services</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Annual Turnover</td>
<td>Bidder’s Annual Turnover (global / India based) during each of the last three financial years, should be at least INR 500 (five hundred) crores.</td>
<td>Extracts from the Audited Balance Sheet and Profit and Loss Account OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>4</td>
<td>Nature of Work Turnover</td>
<td>Bidder’s Annual Sales Turnover (global / India based) generated from services related to providing CDN services during each of the last three financial years, should be at least INR 5.00 (five) crores.</td>
<td>Extracts from the Audited Balance Sheet and Profit and Loss Account OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>6</td>
<td>Number of CDN PoPs in India</td>
<td>CDN PoPs presence in India</td>
<td>A Self Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>7</td>
<td>OEM Authorization</td>
<td>If the bidder is an authorized agent of a CDN OEM, he must have proper legal arrangements with the OEM. OEM should undertake all the responsibilities including liabilities for providing seamless CDN Services to ECI.</td>
<td>OEM Authorization letter as per Form 9 in Appendix I</td>
</tr>
<tr>
<td>8</td>
<td>Blacklisting</td>
<td>The bidder should not be blacklisted or banned by any Government / Government Department for corrupt or fraudulent practices or non-delivery or non-performance in last 3 years</td>
<td>A Self Certified letter by the Authorized Signatory</td>
</tr>
</tbody>
</table>

Notes:
A bid may be rejected at prequalification stage itself and not considered for technical proposal evaluation if it fails to satisfy the prequalification criteria specified herein.

### 2.6.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. Bidders will either get the assigned mark on fulfilling a criteria or will get zero (no mark) if a criteria is not met.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Marks</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience of Bidder in handling peak CDN traffic of at least 100 million hits in one day</td>
<td>Greater than or equal to 3 projects</td>
<td>2</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>2.</td>
<td>Peak load handling capability</td>
<td>Bidder should have handled minimum Ten day events with peak traffic greater than or equal to 300 million hits</td>
<td>1</td>
<td>Project citation and Self-certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>3.</td>
<td>Experience of Bidder in handling a peak CDN traffic of at least 300,000 concurrent hits</td>
<td>Greater than or equal to 3 projects</td>
<td>2</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements Or Self-Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>4.</td>
<td>Number of CDN PoPs in India</td>
<td>( \geq 5 ) CDN PoPs</td>
<td>2</td>
<td>Self-Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>5.</td>
<td>Global presence of PoPs</td>
<td>Greater than 20 CDN PoPs</td>
<td>1</td>
<td>Self-Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>6.</td>
<td>CDN PoP presence across continents</td>
<td>Minimum 5 continents</td>
<td>1</td>
<td>Self-Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>S. No</td>
<td>Criteria</td>
<td>Basis for valuation</td>
<td>Marks</td>
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<td>-------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>7.</td>
<td>CDN PoP presence in Indian ISPs/TSPs (or) Peering Agreements</td>
<td>Greater than or equal to 5 ISPs</td>
<td>1</td>
<td>Self-Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>8.</td>
<td>Ownership of CDN service</td>
<td>Owns the CDN networks</td>
<td>2</td>
<td>Self-Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>9.</td>
<td>Experience of Bidder in executing CDN services project providing security services</td>
<td>Greater than or equal to 3 projects</td>
<td>1</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>10.</td>
<td>Experience of Bidder in executing CDN services project providing real time monitoring &amp; reporting features</td>
<td>Greater than or equal to 3 projects</td>
<td>1</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>11.</td>
<td>Experience of Bidder in executing CDN services project handling requests from mobile devices</td>
<td>Greater than or equal to 3 projects</td>
<td>1</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
</tr>
<tr>
<td>12.</td>
<td>Presentation on the solution including Solution Architecture, Key technical evaluation parameters, security features, demonstration of the ability to successfully execute the project</td>
<td>Presentation</td>
<td>10</td>
<td>None</td>
</tr>
</tbody>
</table>

| Total | 25 |
Bidders, whose bids are responsive, who score at least 75% in the defined technical scoring mechanism would be considered technically qualified. Price Bids of such technically qualified bidders alone shall further be opened.

2.6.3 Commercial Bid Evaluation

a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment
c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
d. The bid price will include all taxes and levies (except service tax) and shall be in Indian Rupees and mentioned separately. Service Tax though needs to be mentioned separately.
e. Any conditional bid would be rejected.

Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”

2.7 Appointment of CDN Service Provider

2.7.1 Award Criteria

ECI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

2.7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

ECI reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ECI action.

2.7.3 Notification of Award

Prior to the expiration of the validity period, ECI will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ECI, may like to request the bidders to extend the validity period of the bid.
The notification of award will constitute the formation of the contract. Upon the successful bidder’s furnishing of Performance Bank Guarantee, ECI will notify each unsuccessful bidder and return their EMD.

2.7.4 Contract Finalization and Award

The ECI shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC/GFR.

On this basis the draft contract agreement would be finalized for award & signing.

2.7.5 Performance Guarantee

The ECI will require the selected bidder to provide a Performance Bank Guarantee, within specified time period from the Notification of award, for a value equivalent to the specified amount of the total cost of ownership as mentioned in the Fact sheet. The Performance Guarantee should be valid as mentioned in the Fact sheet. The Performance Guarantee shall be kept valid till completion of the project and Warranty period and shall be refunded without interest after successful completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the ECI at its discretion may cancel the order placed on the selected bidder without giving any notice. ECI shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or ECI incurs any loss due to Vendor’s negligence in carrying out the project implementation as per the agreed terms & conditions. The

2.7.6 Signing of Contract

After the ECI notifies the successful bidder that its proposal has been accepted, ECI shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between ECI and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

2.7.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in
which event ECI may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the ECI shall invoke the PBG of the most responsive bidder.

### 2.8 Scope of Work

The CDN Service Provider shall provide the following services to the ECI.

1. The results of the General Elections 2014 for Parliament and General Elections 2014 for 3 State Legislative Assemblies, which shall be posted onto the ECI website hosted at NIC, CGO Complex, New Delhi with fail over at NIC Hyderabad from various counting centers across India, needs to be delivered as CDN content so as to provide the end users the access (at all times) of the Election results during the Election process. The CDN service provider shall achieve operational readiness fifteen days prior to the election results day.

2. The content delivered through the CDN services shall not degrade the performance of the origin website in any manner, even as the number of hits on the website increases exponentially. The CDN service provider should have 60% or more idle capacity available to handle spikes in traffic.

3. At least 99.5% of end user requests should be delivered without disconnections (reason for disconnection not attributable to end user)

4. The CDN Service shall provision Network Security and Protection services to the ECI website including, but not limited to, DDoS Mitigation, Web Application Firewalls, Web Origin Protection, Enhanced Domain Name Server (DNS) Protection etc.

5. The CDN Service shall provide real time monitoring and reporting capabilities on the usage statistics, number of hits, performance, threats etc.

6. The CDN Service shall support all types of mobile devices and handle traffic appropriately.

#### 2.8.1 Functional Requirements Specification

1. In order to provide CDN services as per the RFP, the bidder shall provide a list of requirements (refer Appendix VI of this document) that NIC has to adhere / fulfill. If NIC, for any reason, is unable to fulfill / adhere to the methodology/requirement(s), then the bidder shall be given 3 days time (as mentioned in the Fact Sheet) to resubmit a modified methodology/requirement(s) list which shall not be unacceptable NIC/ECI. The above
modification will not entail the bidder to modify the submitted commercial bid under any circumstances, whatsoever. The following may be noted.

i. NIC shall not move any of its servers out of its premises.

ii. NIC shall not allow co-location of the bidder’s CDN servers at its data centers / premises

iii. Any other criteria NIC/ECI observes out of technical bid submitted

2. The CDN Service Provider shall provide CDN services to the election results pages of the ECI website. Refer Appendix V for the specimen formats of the same. These pages are typically text and static images. ECI reserves the right to add or delete URLs from where the CDN service provider has to fetch data.

3. If the origin servers are inaccessible due to any reason, then CDN services should seamlessly transfer to the DR site of the origin servers.

4. The CDN Service Provider shall provide CDN services during the Election results dissemination process.

5. The delivered content shall be accessible by users from across the world.

6. Bidder shall publish a whitelist containing only India based servers to the ECI. Only Whitelist IP Addresses will be allowed to access ECI origin servers. The content thus picked may be appropriately cached to provide CDN services to end users across the world.

7. The cached data shall not be made available to any agencies in India or abroad without the written consent of ECI. The successful bidder shall sign a Non-Disclosure Agreement (NDA) for the same. Refer Appendix IV of this RFP for the NDA.

8. The caches shall be refreshed based on a configurable time-to-live (TTL) periods. This typically may be 2-5 minutes.

9. No part of the content being delivered by the CDN Service Provider shall be modifiable at the CDN end. The content shall be delivered with no branding or advertisements except that of ECI or any other data that ECI may specify.

10. Provide access to on-demand raw logs and/or aggregated reports to analyze traffic data. Analytic reports, geographic information etc. shall also be available on demand.

2.8.2 Technical Requirements

The CDN Service should cater to High-Availability, On-Demand Scalability, Performance, Security and log of access made by mobile, PC, handheld device users and location / area wise hits.
I. High-Availability

1. The CDN Service Provider shall ensure that the proposed services shall be available 100% of the time during the Election counting day(s) (‘Election Event’).

2. The high-availability of the services shall not entail performance degradation while delivering the CDN services and will not hit the source server.

II. On-Demand Scalability

1. The CDN services shall be able to scale incrementally to meet demand during the Election Event.

2. The CDN services shall request the origin servers for a URL page update only once during the (Time-to-Live) TTL period, ensuring that such requests are optimized to get only minimal updates and not the full page load.

III. Security

The CDN service provider should have mitigation plans to handle outages due to any reasons including hacks on either CDN PoP or NOC.

A. The proposed Services shall have the following DDoS Mitigation features:

1. The services shall be capable of handling DDoS attacks at both the application and network layers.

2. The services shall accept traffic via HTTP & HTTPS ports.

3. The services shall drop all network layer (Layers 3 & 4) DDoS attacks. These include, but not limited to, traffic such as UDP Fragments, ICMP Floods, SYN Floods, ACK Floods and RESET Floods, etc.

4. The services shall absorb DDoS traffic targeted at application layer (Layer 7) such as GET Floods and authenticate the valid traffic.

B. The proposed Services shall have the following Firewall Protection capabilities:

1. The services shall have a highly scalable layer of protection against application layer (Layer 7) attacks.
2. The services shall detect and deflect threats in HTTP and HTTPS traffic, issuing alerts or blocking attack traffic near its source.

3. The services shall have the ability to enforce Government-defined IP whitelists and blacklists.

4. The services shall provide updates to be propagated across the network to enable rapid response to attacks.

5. The services shall include a pre-defined but configurable application layer firewall rules for different categories such as Protocol Violations, Request Limit Violations, Malicious Robots, Command Injection Attacks, Trojan Backdoors and Outbound Content Leakage.

6. The services shall enable inspection of HTTP Request/Response Headers and HTTP POST Request/Response Bodies to protect against attacks such as SQL Injections on the ECI origin infrastructure.

C. The proposed Services shall provide Web Origin Protection.

1. The proposed Services shall have capabilities and features to provide Web Origin protection, including the following features:
   i. Ability to hide a Government origin from public Internet
   ii. Ability to only allow traffic from authorized servers to contact the Origin

D. The proposed services shall provide Domain Name Server protection.

E. The proposed services shall provide Management, Control and Reporting features.

1. Perform real-time monitoring & historical report generation capabilities that aid in evaluating and maintaining content effectiveness and performance, analyzing application traffic patterns and information on traffic served by the POPs / edge servers / edge caches.

2. Provide statistics on content served and any abnormal events detected by the servers as required by ECI. These include, but not limited to, hourly, daily, weekly and monthly report of various statistics pertaining to ECI website, page views on all or particular URL, data delivery and
bandwidth utilization statistics pertaining to ECI content, top URLs, raw web server logs of the server for troubleshooting etc

2.9 Key Personnel

1. The CDN Service provider shall position a team of requisite CDN Experts at the ECI / NIC premises during the Election event capable of handling all types of escalations/protection.
2. These resources shall be able to liaison with their core teams stationed at the CDN PoPs and resolve any issues during the Election event.
3. The CDN experience of these resources shall be 2 years or more.
4. Should any of the resources be found not able to handle the issues, the CDN service provider shall replace the resources within one hour of such notice issued by ECI.

2.10 Service Level Agreement

Successful bidder shall ensure that CDN services are available-100% of time as required by ECI and end users are always able to get the election results conveniently. If this service level is not met, the committe shall decide the quantum of penalty amount (Limited to 50% of quoted price).

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Billable Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization Advance</td>
<td>10% of quoted price payable on submission of Performance Bank Guarantee and signing of Contract</td>
</tr>
<tr>
<td>On successful completion of the project</td>
<td>90% of quoted price *</td>
</tr>
</tbody>
</table>

* Service Tax would be paid as per prevalent rates at the time of Invoicing.
2.12 Acceptance Criterion

The successful bidder shall demonstrate (before the Election Event) their CDN services capability as follows:

a) Demo 1: 15 days before Election Event - Handle a load of at least 100 million hits in one day and 20,000 concurrent users with 2000 hits per second peak load

b) Demo 2: 10 days before Election Event - Handle a load of at least 200 million hits in one day.

In case the said bidder is not able to do so then 3 more days shall be provided to again demonstrate the above. If the said bidder is not able to still do so then PBG shall be forfeited and committee shall decide on the next course of action.

The CDN services shall be declared live and “ready for operations” only upon demonstrating the requisite performance in the above mentioned demos.

2.13 Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the ECI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the ECI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ECI for, inter alia, time, cost and effort of the ECI, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

b. Without prejudice to the rights of the ECI under Clause above and the rights and remedies which the ECI may have under the LOI or the Agreement, if an Bidder or Service Provider, as the case may be, is found by the ECI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the ECI during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the ECI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ECI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ECI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the ECI in relation to any matter concerning the Project;

ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts or presenting incorrect information in order to influence the Selection Process;

iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by ECI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

2.14 Conflict of Interest

a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the ECI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the ECI for, *inter alia*, the time, cost and effort of the ECI including consideration
of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the ECI hereunder or otherwise.

b. The ECI requires that the Service Provider provides solutions which at all times hold the ECI’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the ECI.

c. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Bidder and any other Bidder have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder in the other Bidder is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or

iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Bidder; or

vi. there is a conflict among this and other solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing CDN services and related solutions to the ECI for this particular assignment, the service
provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, will be disqualified from subsequently providing goods or works or services related to the same project;

d. An Bidder eventually appointed to implement CDN services for this Project shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the ECI in continuation of this systems implementation or to any subsequent systems implementation executed for the ECI in accordance with the rules of the ECI.
Appendix I: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

**Forms to be used in Pre-Qualification Proposal**
- Form 1: Compliance Sheet for Pre-qualification Proposal
- Form 2: Particulars of the Bidder
- Form 3: Bank Guarantee for Earnest Money Deposit

**Forms to be used in Technical Proposal**
- Form 4: Compliance Sheet for Technical Proposal
- Form 5: Letter of Proposal
- Form 6: Project Citation Format
- Form 7: Proposed Solution
- Form 8: Proposed Work Plan
- Form 9: Manufacturers Authorisation Form
Form 1: Compliance Sheet for Pre-qualification Proposal

The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Provided</th>
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<td></td>
</tr>
<tr>
<td>4</td>
<td>Nature of Work Turnover</td>
<td>Bidder’s Annual Sales Turnover (global / India based) generated from services related to providing CDN services during each of the last three financial years, should be at least INR 5.00 (five) crores.</td>
<td>Extracts from the Audited Balance Sheet and Profit and Loss Account OR Certificate from the statutory auditor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Number of CDN PoPs in India</td>
<td>CDN PoPs presence in India</td>
<td>A Self Certified letter by the Authorized Signatory</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OEM Authorization</td>
<td>If the bidder is an authorized agent of a CDN OEM, he must have proper legal arrangements with the OEM. OEM should undertake all the responsibilities including liabilities for providing seamless CDN Services to ECI.</td>
<td>OEM Authorization letter as per Form 9 in Appendix I</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>-------------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Blacklisting</td>
<td>The bidder should not be blacklisted or banned by any Government / Government Department for corrupt or fraudulent practices or non-delivery or non-performance in last 3 years</td>
<td>A Self Certified letter by the Authorized Signatory</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form 2: Particulars of the Bidder

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Information Sought</th>
<th>Details to be Furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Name and address of the bidding Company</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Incorporation status of the firm (public limited / private limited, etc.)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Date of registration and registration No.</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>ROC Reference No.</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Details of company registration</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Details of registration with appropriate authorities for service tax</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Details of registration with appropriate authorities for Sales tax/VAT</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Name, Address, email, Phone nos. and Mobile Number of Contact Person</td>
<td></td>
</tr>
</tbody>
</table>
**Form 3: Bank Guarantee for Earnest Money Deposit**

To,

Mr. I.C.Goyal  
Under Secretary ( Comp )  
Election Commission of India  
Nirvachan Sadan  
Ashoka Road, New Delhi - 110001

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to the Election Commission of India

Know all Men by these presents that we <<    >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<ECI>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

   (a) Withdraws his participation from the bid during the period of validity of bid document; or

   (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.
NOTWITHSTANDING ANYTHING CONTAINED HEREN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:
Form 4: Compliance Sheet for Technical Proposal

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Supporting</th>
<th>Provided</th>
<th>Reference Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience of Bidder in handling peak CDN traffic of at least 100 million hits in one day</td>
<td>Greater than or equal to 3 projects</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Peak load handling capability</td>
<td>Bidder should have handled minimum Ten day events with peak traffic greater than or equal to 300 million hits</td>
<td>Project citation and Self-certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Experience of Bidder in handling a peak CDN traffic of at least 300,000 concurrent hits</td>
<td>Greater than or equal to 3 projects</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements Or Self-Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Number of CDN PoPs in India</td>
<td>( \geq 5 ) CDN PoPs</td>
<td>Self-Certified letter by the Authorized</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>S. No</td>
<td>Criteria</td>
<td>Basis for valuation</td>
<td>Supporting</td>
<td>Provided</td>
<td>Reference Page Number</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>5.</td>
<td>Global presence of PoPs</td>
<td>Greater than 20 CDN PoPs</td>
<td>Self-Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>CDN PoP presence across continents</td>
<td>Minimum 5 continents</td>
<td>Self-Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>CDN PoP presence in Indian ISPs/TSPs (or) Peering Agreements</td>
<td>Greater than or equal to 5 ISPs</td>
<td>Self-Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Ownership of CDN service</td>
<td>Owns the CDN networks</td>
<td>Self-Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Experience of Bidder in executing CDN services project providing security services</td>
<td>Greater than or equal to 3 projects</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Experience of Bidder in executing CDN services project providing real time monitoring &amp; reporting features</td>
<td>Greater than or equal to 3 projects</td>
<td>Citations that include letter from the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Experience of Bidder in executing CDN services project</td>
<td>Greater than or equal to 3 projects</td>
<td>Citations that include letter from</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

Ver 1.8 Page 39 of 51
<table>
<thead>
<tr>
<th>S. No</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Supporting</th>
<th>Provided</th>
<th>Reference Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>handling requests from mobile devices</td>
<td></td>
<td>the client or newspaper clippings or contract agreements or Self Certified letter by the Authorized Signatory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Presentation on the solution including Solution Architecture, Key technical evaluation parameters, security features, demonstration of the ability to successfully execute the project</td>
<td>Presentation</td>
<td>None</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>
Form 5: Letter of Proposal

To:  

<Location, Date>

Mr. I.C.Goyal  
Under Secretary ( Comp )  
Election Commission of India  
Nirvachan Sadan  
Ashoka Road, New Delhi - 110001

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide CDN services to the Election Commission of India on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _________________________________
Name and Title of Signatory: _____________________________________________
Name of Firm: __________________________________________________________
Address: ______________________________________________________________
Location: __________________________ Date: _______________________________

________________________________________________________________________
Form 6: Project Citation Format

<table>
<thead>
<tr>
<th>Relevant CDN project experience</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Information</td>
<td></td>
</tr>
<tr>
<td>Name of the project</td>
<td></td>
</tr>
<tr>
<td>Client for which the project was executed</td>
<td></td>
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<tr>
<td>Name and contact details of the client</td>
<td></td>
</tr>
<tr>
<td>Project Details</td>
<td></td>
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<tr>
<td>Description of the project</td>
<td></td>
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<tr>
<td>Scope of services</td>
<td></td>
</tr>
<tr>
<td>Service levels being offered/ Quality of service (QOS)</td>
<td></td>
</tr>
<tr>
<td>Technologies used</td>
<td></td>
</tr>
<tr>
<td>Outcomes of the project</td>
<td></td>
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<tr>
<td>Other Details</td>
<td></td>
</tr>
<tr>
<td>Total cost of the project</td>
<td></td>
</tr>
<tr>
<td>Total cost of the services provided by the respondent</td>
<td></td>
</tr>
<tr>
<td>Duration of the project (no. of months, start date, completion date, extensions if any with reasons and current status)</td>
<td></td>
</tr>
<tr>
<td>Other Relevant Information</td>
<td></td>
</tr>
<tr>
<td>Letter from the client to indicate the successful completion of the projects</td>
<td></td>
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<tr>
<td>Copy of Work Order</td>
<td></td>
</tr>
</tbody>
</table>
Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

a) Solution Proposed
b) Understanding of the project (how the solution proposed is relevant to the understanding)
c) Technical Approach and Methodology.
d) Feasibility parameters for the proposed solution in respect of understanding of ECI requirements

<table>
<thead>
<tr>
<th>S. No</th>
<th>Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)</th>
<th>OEM Name</th>
<th>Features &amp; Functionalities</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
### Form 8: Proposed Work Plan

<table>
<thead>
<tr>
<th>No</th>
<th>Activity(^1)</th>
<th>Calendar weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1</td>
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<td></td>
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<tr>
<td>2</td>
<td></td>
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<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.
Form 9: Manufacturers’/Producers’ Authorization Form

(This form has to be provided by the OEMs of the CDN services proposed to ECI)

No. Date:

To:

OEM Authorization Letter

Dear Sir:

Ref: Your RFP Ref: [*] dated [*]

We who are established and reputable providers of CDN services having office at ......................... ......................... do hereby authorize M/s ___________________ (Name and address of Agent) to submit the Bid on our behalf, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the CDN Solution / services offered by the above agent on our behalf against this Bid Invitation.

We along with the above duly authorized agent do hereby agree to fulfill all the requirements and obligations required by the contract with ECI.

Yours faithfully,

(Name)

(Name of CDN Service Provider)

Note: This letter of authority should be on the letterhead of the CDN service provider (OEM) and should be signed by a person competent and having the power of attorney to bind the OEM. The Bidder in its Bid should include it.
Appendix II: Financial Proposal Template

Form 1: Covering Letter

To: Mr. I.C.Goyal
Under Secretary ( Comp )
Election Commission of India
Nirvachan Sadan
Ashoka Road, New Delhi - 110001

Subject: Submission of the Financial bid for <Provide Name of the Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the CDN services for <<Title of Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposal). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of all taxes except service tax.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA
We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information=documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. **BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the *<Refer Section No.>*. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. **PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the *<Appendix III>* of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We declare that all the services shall be performed strictly in accordance with the Tender documents.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:
## Form 2: Financial Proposal

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Unit Price (a)</th>
<th>Applicable Taxes &amp; Levies <em>(b)</em></th>
<th>Total (a+b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>CDN Services (meeting all requirements of the RFP)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Excluding service tax. Service tax shall be paid (extra) as per applicable rates at the time of Invoice generation
Appendix III: Template for PBG

Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

Mr. I.C.Goyal
Under Secretary ( Comp )
Election Commission of India
Nirvachan Sadan
Ashoka Road, New Delhi - 110001

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide CDN services for <<name of the assignment>> to the Election Commission of India (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>
Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.
Appendix IV: Template for Contract Agreement

The contract agreement is a separate document that can be downloaded as mentioned in the factsheet.

Appendix V: Specimen Election Results data

Go to website www.ecireults.nic.in for accessing the specimen data for Partywise Results, Constituencywise Result Status and Statewise Results.

Appendix VI: List of Requirements from NIC

Bidder to provide the list of requirements that NIC has to fulfill / adhere.