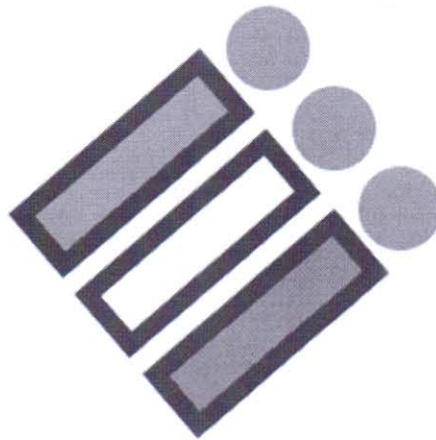


**SNIT FOR SELECTION OF
VENDOR FOR PROVIDING WEBCASTING SERVICE
FOR FLC OF EVMS & VVPATS IN CONNECTION WITH SGE
2024 IN ODISHA**

SNIT Ref No.: 9249/Dtd-18-09-2023



**CHIEF ELECTORAL OFFICER
ODISHA**


**Home (Election) Department
Government of Odisha**

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18-9-23

Ref no:.....

SNIT No. 9249 /Elec. Dated. 18.09.2023.

<u>SCHEDULE OF EVENTS</u>	
1. Publication of SNIT :	18.09.2023 (Monday)
2. Last date of submission of Bids	25.09.2023 (Monday) (2.00 PM)
3. Opening of General Bid:	25.09.2023 (Monday) (3.00 PM)
4. Notification of qualified bidders based on General bid evaluation	26.09.2023 (Tuesday) (2.00 PM)
5. Opening of Financial Bid	27.09.2023 (Wednesday) (11.00 AM)



SHORT NOTICE INVITING TENDER (SNIT)

Ref. No:

Date: _____

The Chief Electoral Officer, Odisha proposes to select vendor for providing webcasting service for FLC OF EVMS & VVPATS in 30 districts in connection with SGE 2024 in Odisha.

The tender documents are available in the website of CEO, Odisha & Odisha Govt. website. Interested bidders can download the tender documents from the website <https://ceoodisha.nic.in> and <https://odisha.gov.in> submit the bid duly filled in along with the tender document fee of ₹1000/- (Rupees One Thousand Rupees only) in shape of a Demand Draft in favor of ACEO-cum-Under Secretary, Home (Elections) Department.

Canvassing in any form shall be liable for disqualification.

Last date of submission of Bid is 25.09.2023 (Monday) by 2.00 PM. No Bid will be received after due time.

CEO, Odisha reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

SECTION I: INVITATION FOR PROPOSALS

INTRODUCTION

The CEO, Odisha proposes to select vendor for execution of works relating to providing webcasting service for FLC of EVMS & VVPATS in connection with SGE 2024 in Odisha through this **Invitation for Proposals**,

SECTION II: PREQUALIFICATION

ELIGIBILITY CRITERIA

The firms must fulfill the following eligibility criteria:

1. The bidder should have average annual turnover of at least ₹ 50 (Fifty) Lakhs during the last 3 financial years ending 31st March 2022.
2. The bidder should have Certificate of GSTIN, EPF Registration (if there are more than 20 employees) and PAN Card.
3. The bidder should have successfully executed of web casting service at **least during last 3(three) years**.
4. The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practice.
5. Bidder should have positive net worth(certified by CA).

Firms meeting the above eligibility criteria may participate in the tender as per the SNIT document.

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In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected. Only successful pre-qualifiers will be called for financial evaluation.

Note:

Relevant self-attested copies of documents in support of the above criteria must be enclosed along with General Bid documents failing which the bid will be liable to be rejected.

SECTION III: SCOPE OF WORK

The broad scope of work for the vendor during the period of engagement shall include:

- a. Live webcasting of First Level Checking (FLC) of EVMs/VVPATs from around 30 venues at District level in Odisha.
- b. Webcasting cameras shall be installed in the FLC hall/s in such a manner that every activity of the FLC process is fully covered in the Webcasting.
- c. Live content and streaming portal monitoring from browser interface from multiple ends.
- d. A common dashboard (with user ID and Password protected) having links for the districts under webcasting covered is to be shared with authorized viewers only.
- e. Recording of video and audio stream from webcasting in server for subsequent retrieval and review.

Deliverables:

The deliverables are as defined below:

- a. Installation and de-installation of Cameras and accessories at the webcasting locations, packing and unpacking for transportation, charging of battery/ UPS provided (where required).
- b. Minimum 4/5 nos. cameras per room/location size. , if necessary, more cameras needed in three to four districts
- c. Provision of Internet connectivity.
- d. Storing of web stream and hosting of monitoring application and recording of video and audio stream.
- e. Providing single browser-based monitoring dashboard.
- f. Providing unedited backup from each location on daily basis with date and time stamp of webcast in physical media on next day after actual webcast to DEO/CEO office. In addition, backup of all unedited recorded streams to be handed over in external hard disk to DEO & Collectors concerned after FLC in the district is over.
- g. Technical support services for entire duration for every webcasting location on each date of webcast. The escalation matrix and resources details to be shared by the vendor.
- h. Providing intra-district transport facilities for materials and manpower to designated webcasting locations.

Functional Scope:

The Functional scope given below is indicative. The vendor will provide webcast services according to, but not limited to the broad scope given below:

- a. Providing Web casting service for First Level Checking (FLC) of EVMs/VVPATs from the designated venues at District level EVM-VVPAT warehouses through cameras to be installed in the venues for conduct of FLC in Odisha.
- b. Cameras will be deployed for webcasting in 2 phases in separate and distinct locations(Details Attached). Minimum 5 no of cameras at each locations (may extend to 9 cameras @3-4 locations) may be installed as per requirement. The camera should have facility of local recording with high-quality resolution & illumination and the required

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- capability of night vision, wide angle coverage, illumination, good Zooming capacity for clear view of FLC activities.
- c. Undertake installation of Cameras and commissioning including configuration and implementation of the web-based audio & video streaming software with adequate capacity. The cameras should be placed in such a manner that the FLC process can be fully seen on webcast. The camera should have facility of local recording with high-quality resolution & illumination and the required capability of night vision, wide angle coverage, illumination, noise reduction, good Zooming capacity for clear view of FLC activities etc.
 - d. Undertake mapping of District Wise Web links in a single dashboard to ensure easy retrieval in the browser setup.
 - e. User level view/controls restriction should be implemented by vendor as per requirement of CEO Odisha.
 - f. Undertake Trial to be conducted two days prior (i.e 30th September, 2023) for verification by CEO / DEOs being webcasted from designated locations with actual device configuration after completion of installation. Trial run will be considered successful, if successful live webcast with video and audio output from the FLC venue can be viewed.
 - g. Cost towards deployment of infrastructure and manpower to the concerned District offices will have to be borne by the vendor including transportation cost of both infrastructure and manpower from one district to another, if required, after completion of each phase.
 - h. The browser application for monitoring the webcast shall provide live video streaming with good quality audio and Video with zero inbuilt latency and no loss. Application to be password protected to view videos which are streamed from the designated venues. The software shall provide for secure data streaming over the internet, with viewing access only to the Election Commission of India (ECI), CEO, and District Election Officers and their control rooms with user id and password. The data streaming shall in no case be accessible for viewing by unauthorized person over the internet.
 - i. The browser solution should be able to display multiple streams happening at the same time for viewing in the Offices of the ECI, CEO, DEOs and authorized users. The web application must run on all currently available browsers.
 - j. Real time log of webcast from each camera to be maintained and provided to CEO office for records. There will be service levels for monitoring the performance of the service provided. The Bidder shall develop the application software such that it monitors the data feed from each FLC venue on the days of the event based on which the performance status of the data feed, and the live streaming will be monitored to arrive at the service levels.
 - k. The bidder shall provide access to dashboard view for more than one location, i.e. DEO, DEO Control room, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.
 - l. Assign a single point of contact to be available during the service period to effectively manage and fix the issues coming up on the days of FLC. In addition, competent technical personnel to be provided to District Election Officer from two day prior to installation and up to the point of completion in the concerned district or till loading of all equipment and manpower for transportation to next district, as the case may be.
 - m. The software shall be able to record video in standard compression formats or other equivalent open formats which can be read by a variety of open-source software solution that can be opened in popular browsers.

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- n. Web cast shall be able to record audio in a good quality and there should not be display of any kind of advertisement. This audio shall not be part of the video stream during web cast to the users.
- o. The bidder shall ensure that the recording quality is maintained in case there is deterioration in the network speed and the web streaming event goes through smoothly with good performance.
- p. The data should not be shared unless authorised by the CEO/DEO.
- q. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
- r. The vendor shall submit non-disclosure certificate in the desired format.
- s. The Vendor shall strictly adhere to the time-frame mentioned in the Work Order.

SECURITY, INTEGRITY & CONFIDENTIALITY

- a. The browser application shall comply to Web Services Security with encryption of data if required.
- b. Data integrity techniques need to be deployed to ensure that information has not been altered, or modified during transmission without detection.
- c. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.

FLC Timeline:

SL#	Phase	District	FLC Date From	To
1	Phase-1 (10 districts)	Gajapati, Ganjam, Khordha, Puri, Cuttack, Jagatsinghpur, Kendrapara, Jajpur, Bhadrak, Balasore	3 rd October 2023	20 th October 2023
2	Phase-2 (20 districts)	Angul, Bolangir, Bargarh, Boudh, Deogarh, Dhenkanal, Jharsuguda, Kalahandi, Kandhamal, Keonjhar, Koraput, Malkangiri, Mayurbhanj, Nabarangpur, Nuapada, Nayagarh, Rayagada, Sambalpur, Subarnpur & Sundargarh	1 st November 2023	15 th November 2023

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SECTION IV: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- Interested firms are required to submit each of their General Proposals, Financial Proposals in SEPARATE sealed envelopes as per the detailed instructions given below. All the pages of the bid should be signed with seal of the firm.
- **The sealed envelope containing the proposals must be delivered to the Office of the CEO, Odisha by Registered post/Speed Post of Indian Postal Dept. or dropped in the assigned box at the CEO's office. No other mode of delivery shall be accepted.**

GENERAL PROPOSAL

- The General proposal should include the following documents:
- Cost of SNIT of ₹ 1000/- (Rupees One Thousand Rupees only) in the shape of Demand Draft/ Bankers Cheque drawn in favour of the ACEO-cum-Under Secretary to Government payable at CEO, Office.
- EMD of ₹ 50,000/- (Rupees Fifty Thousand only) in the shape of Demand Draft/ Bankers Cheque drawn in favour of the ACEO-cum-Under Secretary to Government payable at CEO, Office.

In case the bidder(s) are local MSEs registered under DIC, O.K & V.I. and Handicraft Industries, OSIC & NSIC will be exempted from EMD, subject to submission of relevant valid certificate as per Finance Department O.M No.-27928/F Dt.16.10.2020.

- Detailed profile of the Company as per Annexure-I
- Letter of Authorized Representative as per Annexure-II
- Declaration of ineligibility for corrupt or fraudulent practice as per Annexure-III
- Audited financial statement of last three financial years, up to the financial year ending 31st March 2022.
- Photocopy of valid PAN Card, Photocopy of GSTIN and Photocopy of EPF Registration Certificate (if applicable).
- List of Projects undertaken along with copies of work orders totaling of value of at least Rs.50 lakhs (combined) during the last three years.
- Proposals submission letter on the letterhead of the firm as per Annexure-IV

FINANCIAL PROPOSAL

The financial proposal should consist of the following documents:

- Financial proposal as per Annexure-V

The prices quoted should be excluding of taxes.

GENERAL INFORMATION

1. Amendment of Invitation

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At any time prior to the deadline for submission of Proposals, CEO, Odisha reserves the right to add / amend / delete any portion of this document by issuance of a corrigendum/addendum, which would be published on the web site/ office notice board. The corrigendum/ addendum shall be binding on all firms.

In case of any discrepancy between the Press Advertisement, other detailed provisions of the SNIT print-document and the updated version on the web, the Web-version will prevail.

2. Amendment of Proposals

- Proposals once submitted cannot be amended. However, in case of administrative exigencies, the CEO, Odisha may decide to obtain fresh proposals from all the firms before actually opening of the proposals.
- In order to offer prospective firms, reasonable time to make amendment in their proposals, the CEO, Odisha may, at his/her discretion, extend the deadline for submission of proposals. However, no such request in this regard shall be binding on the CEO, Odisha

3. Currency.

Prices shall be quoted in **Indian Rupees** (both in figures & words).

4. Period of Validity of Proposals

- For the purpose of placing the order, the proposals shall remain valid till 180 days. A proposal valid for a shorter period will be rejected by CEO, Odisha as being non-responsive.
- In absence of any binding instructions, the CEO, Odisha may extend the period of validity by one year with a simple Notice and shall be binding on the Firms. Which will be bound on the firms.

5. Formats and Signing of Proposals

- The original and all copies of the proposal shall be neatly typed and shall be signed by an authorized signatory (ies) on behalf of the Firm. The authorization shall be provided by written Power of Attorney accompanying the Proposal. All pages of the Proposal, except for un-amended printed literature, shall be signed by the person or persons signing the Proposal.
- **The Proposal shall contain no interlineations, erasures or overwriting. In order to correct errors made by the firm, all corrections shall be done & initialed by the authorized signatory after striking out the original words/ figures completely. No corrections shall be permitted once the proposals are opened.**

6. Sealing and Marking of Proposals

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- The Firm shall seal & mark various parts of the Proposal as follows:
 - a) General Proposal in one envelope super-scribed with words " providing webcasting service for FLC of EVMS & VVPATS in connection with SGE 2024 in Odisha & "DO NOT OPEN BEFORE 25.09.2023 at 3pm". This envelope will also contain the EMD and receipt of DD of Rs.1000/- as cost of SNIT in another small envelope inside it.
 - b) Financial Proposal in one envelope super-scribed with words "Financial Proposal for preparation and printing of Electoral Rolls & "DO NOT OPEN BEFORE 27.09.2023 at 11am
 - c) Every page of the bid paper must be signed by the Authorized Representative of the Firm with official seal.
 - d) All the envelopes shall be sealed in a covering envelope super scribed with words
"Ref. No:____ dated _____"&
" Providing webcasting service for FLC of EVMS & VVPATS in connection with SGE 2024 in Odisha."

- Every envelope and forwarding letter of various parts of the Proposal shall be addressed as follows:

To

**CEO, Odisha,
Behind Lok Seva Bhawan,
Unit-V,
Bhubaneswar
Pin-751001**

- If the envelopes are not sealed as per para and marked as required above, the CEO, Odisha shall assume no responsibility for the Proposal's misplacement, premature opening, misinterpretation or loss of contents.
- The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures.

7. Late Proposals

Any proposal received by the CEO, Odisha after the deadline for submission of proposals prescribed by CEO, Odisha **is liable to be rejected.**

8. Withdrawal of Proposals and Proposals for additional items of work

- Proposals cannot be withdrawn after opening of the bid document as the withdrawal creates the dislocation in FLC work which is time bound in nature.
- Fresh proposals may be called from the qualified bidder in the General bid for any item(s)/additional item(s) of work, if so required.

9. Any dispute in this regard can be challenged within the jurisdiction of the courts in the State of Odisha only.

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SECTION-V: TERMS AND CONDITIONS OF THE SNIT

PART A: SUBMISSION OF PROPOSALS

1. Submission and Opening of Proposals

- Proposals would be considered only when submitted in the prescribed SNIT document (non-transferable). Proposals duly filled and accompanying all supporting documents should be submitted as per the schedule specified at clause 1 of GENERAL INFORMATION after which no proposals shall be accepted and would be liable for outright rejection.
- Proposals shall be fully in accordance with the requirements of the General Terms and Conditions. Appropriate forms specified in this SNIT Document shall be used. *Incomplete, illegible and unsealed Proposals* shall be rejected.
- The Price and conditions of the offer should be valid till 180 days. Proposals with period of lesser validity are liable to be rejected.
- Modification of specifications and extension of closing date for invitation of SNIT, if required will be made by an *Addendum*.
- Firms shall carefully examine the SNIT document and the specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof.
- While Proposals are under consideration, firms and their representatives or other interested parties, are advised to *refrain from contacting by any means the staff/officials of the CEO's office* on matters relating to the Proposals under study. O/o of the CEO, Odisha, if necessary, will obtain clarification on Proposals by requesting such information from any or all the firms either in writing or through personal contact as may be necessary. The firm will not be permitted to change the substance of its offer after the Proposals have been submitted. In case of any attempt by any firm to bring pressure of any kind, CEO, Odisha may disqualify the firm for the present bid and the firm may be liable to be debarred from bidding for offers from the office of the CEO, Odisha in future for a period of three years.

2. Right to Cancel or Withdraw the Invitation of SNIT

Not with standing anything else contained to the contrary in this SNIT document, the CEO, Odisha reserves the right to cancel/withdraw / modify fully or partially the "Invitation of Proposals" or to reject one or more of the Proposals without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

3. Cost of Proposal Submission

The firm shall bear all costs associated with the preparation and submission of its Proposal and the CEO, Odisha shall in no case be responsible or liable for these costs, whether or not the Proposal is finally accepted or whether invitation of SNIT is cancelled /withdrawn /modified fully or partially.

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4. Disqualification or Rejection of Proposals

The proposal is liable to be rejected or the firm is disqualified at any stage on account of the following reasons:

- If the Proposal or its submission is not in conformity with the instructions contained in this document.
- If the Proposal is not accompanied by the requisite EMD, as applicable.
- If it is not signed with seal, on all the pages of the Proposal document.
- If it is not packed in the manner described earlier.
- If it is received after the expiry of due date and time.
- If it is incomplete and required documents are not furnished.
- If misleading or false statements/ representations are made as part of pre-qualification requirements.
- If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced financial failures etc.

5. Forfeiture of EMD

EMD made by the firm may be forfeited under the following conditions:

- If the firm withdraws the proposal before the expiry of the validity period.
- During the evaluation process, if a firm indulges in any such activity as would jeopardize the process, the decision of the CEO, Odisha regarding forfeiture of EMD/Performance Security Money shall be final and shall not be called upon to question under any circumstances.
- If the Firm violates any of the provisions of the terms and conditions of the proposal.
- In the case of a successful firm, if the firm fails to
 - (a) Accept the work order along with the term & condition.
 - (b) Furnish performance security
 - (c) Violates any of the conditions of this proposal or indulges in any such activities as would jeopardize the work.

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The decision of the CEO, Odisha regarding forfeiture of EMD/Performance security money shall be final and shall not be called upon to question under any circumstances. Besides, forfeiture of EMD/Performance security money, the firm is liable to be blacklisted by CEO, Odisha in such cases.

6. Performance Security

10 (Ten) % of the total estimated value of work has to be deposited by the selected L1 bidder as performance security. The EMD deposited by the successful firm shall be converted into performance security deposit and the balance amount (Performance Security **Minus** EMD) have to be deposited within 15 days from the date of communication of the rate before awarding of the

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work order in favour of the firm, in shape of Demand Draft/ Ac Payee cheque/ Fixed deposit or Bank guaranty from a commercial bank in acquaintance form, failing which his bid will be cancelled and the EMD will be forfeited, failure in not completing the work in time and failure to perform required quality of work may invite forfeiture of performance security.

In case of local MSEs registered under DIC, O.K & V.I. Board and Handicraft Industries, OSIC & NSIC have to deposit 25 (Twenty-Five) % less of the performance security.

This Security Deposit shall be held free of interest as security for due performance as per obligations under this proposal. The Security deposit shall be refunded after successful execution of the work orders to the full satisfaction of the CEO, Odisha.

The EMD deposited by the unsuccessful bidders will be returned within one month from the finalization of the tender.

7. Exclusive Rights on Data.

The CEO, Odisha will have exclusive rights on the data compiled/ produced during the work. The firm shall not distort or tamper with the data in any form or manner. No person shall gain access to the data with the firm unless they are specifically authorized to do so by the competent authority.

8. Confidentiality & Non-Disclosure Agreement

To maintain confidentiality of the data which is exclusive property of the CEO, Odisha, the successful bidder has to sign confidentiality & non-disclosure agreement as per the format enclosed at Annexure - VI.

9. Delay in the Firm's Performance

- Delivery of services/deliverables shall be made by the firm in accordance with the time schedule specified by the CEO, Odisha.
- The firm will strictly adhere to the time-schedule for the performance of Work.
- In case of delay in performance for reasons attributable to the firm, the CEO, Odisha shall be at liberty to terminate the work order without giving any prior intimation and/or to impose any other kind of reasonable penalty and/or the performance security will be forfeited.

10. Termination for Default

The CEO, Odisha may without prejudice to any other remedy for breach of terms and conditions (including forfeiture of Performance Security) terminate the work / task in whole or in part, forthwith:

- If the firm fails to deliver or complete the job assigned in time as per schedule contained in the work order.
- If the firm fails to perform any other obligations under the terms and conditions contained in the work order.

11. Compensation for Termination of Contract

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If the Firm fails to carry out the work or submit/give the deliverables within the stipulated period or any extension thereof, as may be allowed by the CEO, Odisha, without any valid reasons acceptable to the CEO, Odisha, the CEO, Odisha may terminate the work order forthwith, and the decision of the CEO, Odisha on the matter shall be final and binding on the firm. Upon termination of the work order, the CEO, Odisha shall be at liberty to get the work done at the risk and expense of the Firm through any other agency, and to recover from the firm compensation or damages, apart from forfeiture of security /dues etc.

12. Force Majeure

- This clause shall mean and be limited to the following in the execution of the work order placed by CEO, Odisha.
 - a) War / hostilities
 - b) Riot or civil commotion
 - c) Earth Quake, Flood, and Tempest, Lightning or other natural physical disaster
- The Firm shall intimate the CEO, Odisha in writing about the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, the CEO, Odisha reserves the right to cancel the work order without any obligation to compensate the firm in any manner for whatsoever reason, subject to the provision of clause mentioned.

PART B: EVALUATION OF PROPOSALS

13. Opening of Proposals

- (i) The sealed covers containing Proposals will be opened on the scheduled date and time in the presence of firm's representatives (duly authorized in writing on the letter head of the firm) as per the Proposal opening schedule and General Information mentioned earlier. Only one authorized representative per firm would be permitted to be present at the time of opening of the proposals. The Proposals will be opened on the scheduled date and time even in case of absence of the representatives of the firms(s).
- (ii) In order to assist in the examination, evaluation and comparison of Proposals, the CEO, Odisha may at its discretion ask the firm for a clarification(s) regarding its Proposal. The clarification(s) shall be given in writing, but no change in the price or substance of the Proposal shall be sought, offered or permitted.
- (iii) In the first instance, envelopes super-scribed with the words General Proposal only will be opened, and eligibility of each firm will be ascertained after ensuring that the EMD and tender cost is submitted.

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- (iv) Financial bid of the bidder(s) successful in the General Bid will be opened in the second instance
- (v) The selection of the successful firm will be done using Lowest Cost Method (L1).
- (vi) If there is more than one offer quoting the lowest price, then the firm having the highest average annual turnover in last three financial year ending 31st March 2022 among the lowest bidder will be awarded the assignment. In case of tie, previous experience of the bidder will be taken into consideration.
- (vii) In case of any dispute, the decision of the CEO, Odisha shall be final and binding and non-negotiable.

14. Corrupt or Fraudulent Practices

The CEO, Odisha requires that the firms under this proposal observe the highest standards of ethics during the execution of such proposal. In pursuance of this policy, the client i.e. CEO, Odisha defines the terms set forth as follows-

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in proposal execution and

"Fraudulent Practice" means a misrepresentation of facts, in order to influence the execution of contract to the detriment of the client, and includes collusive practice among firms (prior to or after proposal submission), designed to establish proposal prices at artificial non-competitive levels to deprive the client of the benefits of the free and open competition.

The CEO, Odisha will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent practices in competing for the bid in question. The client may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the firm had engaged itself in such practices in competing for or in execution of the proposal.

PART C: WORK ORDER, PAYMENTS AND DELIVERABLES

15. Award of Work

- Notwithstanding anything contrary to the provisions in this SNIT Document, the CEO, Odisha reserves the right to accept or reject any proposal or to annul the process fully or partially, or modify the same and to reject any/all Proposals at any time prior to the award of work, without incurring any liabilities in this regard and without assigning any reason thereof.
- **The selection of the successful firm will be done using Lowest Cost Method (L1).**

The successful bidders will have to sign the contract with the CEO, Odisha within 3 days of completion of bidding.

The work should be allotted to the lowest (L1) bidder.

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- In case L1 bidder is not eligible / decline / unable to take up the assignment, the next bidders (L2 / L3 etc.) to be negotiated for delivery of service on the same price as that of L1 bidder.

It is pertinent to mention that existing vendor existing Vendor / Firm to continue providing service till the Tender is finalized.

- Irrespective of the options exercised by the bidder, the decision of the CEO, Odisha will be final.
- A detailed Work Order containing location of work, rates, when to start, completion time, deliverables and performance security etc. shall be issued to the lowest bidder (L1) before the commencement of the work.
- **The CEO, Odisha reserves the right to allot / distribute the work to L2 vendors at the lowest (L1) rate in case of L1 vendor fail to perform.**
- **The firms will work under close supervision DEO & Collectors of the 30 districts and the payment will be released only after due certification from them.**

16. Execution & Delivery

- The selected firms must be in readiness for the work as per schedule. They must stick to the deadlines issued and must deliver the deliverables mentioned in work order as per schedule.

17. Terms of Payment

Payment will be made after acceptance of the deliverables by CEO, Odisha after confirmation of receipt of error-free deliverables.

18. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of the Courts of State of Odisha only.

19. Completeness of Proposal

The Firm is expected to examine all instructions, forms, terms, conditions and deliverables in the Proposal Documents. Failure to furnish all information required by the SNIT documents or submission of a proposal not substantially responsive in every respect to the SNIT documents will be at the firm's risk and may result in rejection of its proposal.

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ANNEXURES

ANNEXURE - I

PROFILE OF THE FIRM

Sl. No.	Particulars	Details	
1	Name of the Firm/Company		
2	Year of Establishment		
3	Address of Office		
4	Telephone No.		
5	Fax No.		
6	Email Address		
7	Website Address		
8	PAN No.		
9	GST registration certificate		
10	EPF Registration No. (If Applicable)		
11	List of Projects undertaken along with work order of value of at least 50 lakhs during the last three years including webcasting service should be submitted by the bidder.		
13	Audited Annual Turnover in last three years ending 31 st March 2022.	Annual Turnover of the Company	
		FY	Turnover (In Rupees)
		2019-20	
		2020-21	
2021-22			

Signature of Witness

Signature of the Tenderer

Date:

Date:

Place:

Place:

Company Seal

REPRESENTATIVE AUTHORIZATION LETTER

To
CEO, Odisha,
.....

Ms./Mr. _____ is hereby authorised to sign relevant documents on behalf of the company in dealing with SNIT reference No. _____, Dt: _____. She /He is also authorised to attend meetings & submit required information as may be required by you in the course of processing above said application.

Thanking you,

Authorised Signatory

Representative Signature

Signature attested

Company Seal

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ANNEXURE - III

SELF DECLARATION

To
CEO, Odisha,
.....



In response to the SNIT No. _____, Dt: _____ of Ref.
Ms./Mr. _____, as a _____, I / We hereby
declare that our company _____ is having unblemished past
record and was not declare ineligible for corrupt & fraudulent practices either indefinitely or
for a particular period of time.

Signature of Witness

Signature of the Tenderer

Date:

Date:

Place:

Place:

Company Seal

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ANNEXURE - IV

PROPOSAL SUBMISSION LETTER

(On the letterhead of the firm)

[Location, Date]

To
CEO, Odisha,
.....

Dear Sir/Madam

We, the undersigned, offer to provide the necessary services for providing webcasting service for FLC of EVMS & VVPATS in connection with SGE 2024 in Odisha in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes General Proposal and sealed under separate envelopes'.

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

If we are assigned any work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this SNIT document. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our proposal.

I hereby declare that my company has not been debarred / black listed by any Government / Semi Government organizations. I also certify that my company is not under declaration of ineligibility for corrupt or fraudulent practice. I further certify that I am the competent authority in my company authorized to make this declaration. I confirm that all the information given in our proposals is correct and can be verified any time.

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

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Company Seal

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ANNEXURE-V

Financial Bid Format:

SL#	Details	No of districts	Duration	Unit Price	GST %	Total Cost(Including GST)
1	5 Nos HD camera in each room of FLC Hall with NVR & all required accessories rented for Phase-1 FLC districts(Installation, de installation and transportation)	10 Districts	18 days			
2	5 Nos HD camera in each room of FLC Hall with NVR & all required accessories rented for Phase-1 FLC districts(Installation, de installation and transportation)	20 Districts	15 days			
3	High speed Internet for webcasting Phase-1 districts	10 Districts	18 days			
4	High speed Internet for webcasting Phase-2 districts	20 Districts	15 days			
5	Manpower for Phase-1 districts	10 Districts	18 days			
6	Manpower for Phase-2 districts	20 Districts	15 days			
7	Supply & Installation of Single dashboard webcasting solution rented					
Grand Total (Excluding GST)						
Grand Total (Including GST)						

Red

(price quoted should be in Indian currency (in Rs.) and should be mentioned both in words and figures)

N.B-

Vendor should be prepared for deployment of additional Cameras for webcasting at the above stated locations in case of additional need.

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Annexure - VI

NON DISCLOSURE AGREEMENT

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

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at _____ on this the _____ day of, 2023 (hereinafter referred to as the "Effective Date").

BY AND BETWEEN

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

AND

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

OR

« name of the contractual employee », S/O _____, resident of having Aadhar No. _____, contracted as <<insert job role>> for the period from _____ to _____ vide contract/ offer letter No. _____ dated _____ (delete the non-applicable part)

(hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part.

CEO, Odisha and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties".

Whereas:

1. CEO, Odisha has engaged the Recipient for _____ < < insert the services to be provided by the Recipient >> ("Services").

[N.B.: Details of different types of services depending on the tracks.]

2. The Recipient had represented to CEO, Odisha that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to CEO, Odisha and shall therefore have access to certain information, documents, etc. provided by CEO, Odisha or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.
4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data / information from the CEO,

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Odisha to the Recipient. The Recipient agrees that any information disclosed to the Recipient by CEO, Odisha or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of CEO, Odisha.

5. CEO, Odisha and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. Recipient hereby agrees and undertakes that any sub-contracting of the services (governed by this agreement) shall only with prior and express written permission of the CEO, Odisha

and that the Recipient shall execute a separate Confidentiality and Non-Disclosure Agreement with the firm/ all the employees involved in the sub- contracted delivery of Services under this Agreement.

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



Confidential Information

6. "Confidential Information" shall mean all confidential and proprietary information of ECI / CEO/ DEO & Collector which includes but is not limited to:
- 6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI / CEO/ DEO & Collector.
- 6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI / CEO/ DEO & Collector.
- 6.3 all other information and material of ECI / CEO/ DEO & Collector relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI / CEO/ DEO & Collector, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.
- 6-4 Any other confidential and proprietary material and information, disclosed by ECI / CEO/ DEO & Collector in relation to this Agreement whether orally or in writing; provided that with regard to any information shared orally by ECI / CEO/ DEO & Collector to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.
- 6.5 Any other information provided by ECI / CEO/ DEO & Collector to the Recipient or procured by the Recipient from ECI / CEO/ DEO & Collector shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential" / "Restricted" etc. or not by ECI / CEO/ DEO & Collector; or even if the same is unclassified.
7. Unless otherwise specified by ECI / CEO/ DEO & Collector, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

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- 7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI / CEO/ DEO & Collector at the time of receipt of such information; **or**
- 7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; **or**
- 7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; **or**
- 7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; **or**
- 7.5 is approved for release by written authorization of ECI / CEO/ DEO; **or**
- 7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI / CEO/ DEO prompt notice and assists ECI / CEO/ DEO, at ECI / CEO/ DEO & Collector's expense, in obtaining an applicable protective order.

Non-Disclosure Covenant

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



- 8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;
- 8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;
- 8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -
 - 8.3.1 who need such information for the permitted purpose under this Agreement; and/or
 - 8.3.2 are informed of the proprietary and confidential nature of the Information; and/or
 - 8.3.3 under the purview of this Agreement by virtue of the Recipient's acceptance same.
- 8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.
- 8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI / CEO/ DEO & Collector after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

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

- 9.1 make any sketch, plan, model, or note using the Information provided by ECI / CEO/ DEO & Collector which might be, directly or indirectly, useful to any third party;
- 9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or

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security of India or friendly relations with foreign States using the Information provided by ECI / CEO/ DEO & Collector.

10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:
- 10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI / CEO/ DEO & Collector; **or**
 - 10.2 use the Information provided by ECI / CEO/ DEO & Collector in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; **or**
 - 10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI / CEO/ DEO & Collector with regard to return or disposal thereof; **or**
 - 10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI / CEO/ DEO & Collector.

Other Obligations of the Recipient

- 1. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI / CEO/ DEO & Collector and without limitation of the foregoing, the Recipient agrees not to do the following-
 - 11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or
 - 11.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI / CEO/ DEO & Collector.
- 12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.
- 13. The Recipient acknowledges that such Confidential Information provided by ECI / CEO/ DEO & Collector shall remain the property of ECI / CEO/ DEO & Collector and that the disclosure and/or provision of Confidential Information by ECI / CEO/ DEO & Collector is solely for the purposes as stipulated by ECI / CEO/ DEO & Collector and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI / CEO/ DEO & Collector.
- 14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI / CEO/ DEO & Collector that is or may be revealed to him by ECI / CEO/ DEO & Collector unless specifically authorized to do so in writing by ECI / CEO/ DEO & Collector.
- 15. The Recipient acknowledges that any and all the Confidential Information that maybe disclosed by ECI / CEO/ DEO & Collector under this Agreement is the valuable property of ECI / CEO/ DEO & Collector and is highly proprietary and confidential in nature. The

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

16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI / CEO/ DEO & Collector and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.
17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI / CEO/ DEO & Collector. However, the said permission of ECI / CEO/ DEO & Collector may be subject to:
- 17.1 For services - include terms which restrict the deployment of the same personnel who are working on ECI / CEO/ DEO & Collector project with any other organization without permission of ECI / CEO/ DEO & Collector during engagement with ECI / CEO/ DEO & Collector.
- 17.2 For products - The configuration, deployment details, etc of the products provided by the Recipient to ECI / CEO/ DEO & Collector shall not be discussed by the Recipient with any third party.

Penalty

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

Miscellaneous


19. Interpretation: The interpretation of ECI / CEO/ DEO & Collector with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanism of redressal at ECI / CEO/ DEO & Collector has been exhausted.
20. Supersession: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.
21. Indemnification: The Recipient agrees to indemnify and hold ECI / CEO/ DEO & Collector harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI / CEO/ DEO & Collector due to any breach, non- observance, failure or any other

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act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

22. Amendments: The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.
23. Severability: If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.
24. Waiver: The non-exercise of or delay in exercising any power or right by ECI / CEO/ DEO & Collector shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.
25. Relationship between the Parties: Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

Notices

26. Every notice, demand or other communication under this Agreement shall:
 - 26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.
 - 26.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.
 - 26.3 Be deemed to have been received:
 - 26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;
 - 26.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and
 - 26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"
 - 26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
 - 26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;
27. Governing Law and Jurisdiction: This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate district court only.

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

SIGNED AND DELIVERED for and on behalf of the Election Commission of India represented by

Designation: _____

Name: _____

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WITNESSES:

- 1.
- 2.

SIGNED AND DELIVERED by and on behalf of _____
[Recipient]

Represented by its Authorized Signatory / by Recipient himself,

Mr. / Ms. _____

WITNESSES:

- 1.
- 2.

Paul
18-9-23