

**Request for Proposals (RFP) for the Selection of Agencies to
Provide Live web streaming of poll day proceedings from
each Polling Station during the Simultaneous General
Elections,2024 in Odisha.**

RFP No: EC-CON-COE-0045-2023- 485 DT.16.1.2024

**OFFICE OF THE CHIEF ELECTORAL OFFICER, ODISHA
BEHIND LOK SEVA BHAWAN, UNIT-V,
BHUBANESWAR, PIN-751001**

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Request for Proposal (RFP) Notice

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“Request for Proposals (RFP) for the Selection of Agencies to Provide Live web streaming of Poll Day proceedings from each Polling Station during the Simultaneous General Elections,2024 in Odisha”

Proposals are invited from qualified and experienced agencies to provide live web streaming (audio, video, recording, viewing, CCTV & other services) for **Simultaneous General Elections,2024 in Odisha”**

Interested Bidders, who qualify as per the criteria mentioned in the document, may submit their proposals through centralized e-tendering between 17th January, 2024 and by 6th February, 2024 till 23.59 hours on the e-Procurement portal (<https://tendersodisha.gov.in>). Bidder has to submit the document fee of **₹10,000/- (Rupees Ten Thousands Only)** towards the cost of RFP document to be paid online on the e-Procurement portal (<https://tendersodisha.gov.in>).

The detailed RFP document can be downloaded from the website <https://tendersodisha.gov.in>

Sd/-
Chief Electoral Officer & ACS, Odisha

DISCLAIMER

All information contained in this **Request for Proposal (RFP)** provided is in the good interest and faith. This is neither an agreement nor an offer/ invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their inquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be brought to the attention of this office. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects, and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Office of the Chief Electoral Officer & ACS, Odisha (hence forth called CEO, Odisha) reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons thereof. CEO, Odisha also reserves the right to withhold or withdraw the process at any stage under intimation to all the bidders who have applied in response to this RFP. CEO, Odisha reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason thereof. Any such change made thereafter would be posted in the website of Odisha e-procurement (<https://tendersodisha.gov.in>) for information of the concerned bidders.

Neither the CEO, Odisha nor their employees and associates will have any liability to any prospective respondent interested in applying or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.

1. Bid Data Sheet (BDS)

SL. No.	Particular	Details
1.	Name Procuring Agency	Office of the Chief Electoral Officer, Odisha, Behind Lok Seva Bhawan, Unit-V, Bhubaneswar, PIN-751001.
2.	Availability of the document	https://tendersodisha.gov.in , https://ceoodisha.nic.in , https://odisha.gov.in
3.	Bidding Document Fee	₹ 10,000/- (online)
4.	RFP publishing Date and Time / Bid invitation Start date	17 th January, 2024 (10.00 AM)
5.	Last date and time for submission of pre-bid queries	25 th January, 2024 (05.00 PM) (Bidders are requested to submit their queries if any as per the format attached in Annexure 4), Email ID: " ceoorissa@gmail.com " and ceo_orissa@eci.gov.in
6.	Pre-Bid Meeting date , time & venue	30 th January, 2024 (15.00 hrs.), Conference Hall, Office of Chief Electoral Officer, Odisha
7.	Last date and time of submission of Bids	6 th February, 2024 (05.00 PM)
8.	Date and time of opening of Pre-qualification- cum- Technical Bids	7 th February, 2024 (11.30 AM)
9.	Date and time of opening of Financial Bids	To be communicated to successful bidders.
10.	Earnest Money Deposit (EMD)	₹ 20 Lakh payable online at e-procurement portal (https://tendersodisha.gov.in)
11.	Performance Bank Guarantee (On award of the contract)	Irrevocable Performance Bank Guarantee of value 10% of the contract value to be submitted at the correspondence address within 7 days of issuance of the work order as per the Annexure-15.
12.	Email	The prospective Bidder requiring any clarification to the RFP shall contact the CEO, Odisha through email by sending the pre-bid queries to "ceoorissa@gmail.com" and "ceo_orissa@eci.gov.in" as per the format given in Annexure 4.
13.	Address for Communication	Office of the Chief Electoral Officer, Odisha, Behind Lok Seva Bhawan, Unit-V, Bhubaneswar, Pin-751001, Email ID: " ceoorissa@gmail.com " and ceo_orissa@eci.gov.in
14.	Bid Validity	1 Year from date of award of contract

Note:

1. CEO, Odisha reserves the right to change any schedule of the bidding process. Please regularly visit the website <https://tendersodisha.gov.in>, <https://ceoodisha.nic.in>, <https://odisha.gov.in> , mentioned in this document, for the same.
2. Proposals must be received no later than the time, date, and venue as mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.
3. The mode of submission of bids is only online through the e-procurement portal (<https://tendersodisha.gov.in>). No physical submission of the bids shall be entertained.
4. Any future Corrigenda/Information shall be posted only on the websites "<https://tendersodisha.gov.in>", "<https://ceoodisha.nic.in>" and "<https://odisha.gov.in>".
5. Rejected/disqualified bidders would only be intimated post-final selection of successful bidder(s)/ completion of the Bid process. Along with such intimation, the EMD returning process would be initiated for disqualified bidders and the same would be affected within 30 days of issuing the letter of intent/work order to the successful bidder(s).

2. Invitation for Competitive Bidding

2.1 Definitions

- i. **Applicable Law** means the Contract shall be interpreted by the laws of India.
- ii. **GoO** means the Government of Odisha.
- iii. **Bidder** means any firm offering the solution(s), service(s), and/ or materials required in the tender call. The word Bidder when used in the pre-award period shall be synonymous with the bidder and when used after the award of the contract shall mean the successful bidder with whom the office of the Chief Electoral Officer of Odisha signs the contract for rendering of goods and services.
- iv. **Contract** means the agreement entered into between the CEO, Odisha, and the successful bidder, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **Contract Price** means the price payable to the bidder under the Contract for the full and proper performance of all its contractual obligations.
- vi. **Bidder's representative** means the duly authorized representative of the bidder, approved by the Department and responsible for the bidder's performance under the contract.
- vii. **Effective Date** means the date on which the Agreement is executed.
- viii. **Financial bid** or Commercial Bid means the part of the offer that provides a price schedule.
- ix. **Goods and services** mean the solution(s), service(s), materials, or a combination of them in the context of the tender call and specifications.
- x. **Performance security** means on receipt of notification of award from the Department, the successful bidder shall furnish the security by the conditions of the contract, in the form of a Bank Guarantee to the CEO, Odisha.
- xi. **Pre-qualification cum Technical bid** mean that part of the offer provides information to facilitate assessment by the committee in terms of the professional, technical, and financial standing of the bidder, conformity to specifications, etc.
- xii. **Specification** means the functional and technical specifications or statement of work, as the case may be.
- xiii. **Tender call or invitation for bids** means the detailed notification seeking an end-to-end solution.
- xiv. **ABBREVIATION USED**
 - i. **PS** - Polling Stations / Polling Booths
 - ii. **R.O.** - Returning Officer.
 - iii. **DEO** - District Election Officer.
 - iv. **CEO** - Chief Electoral Officer.
 - v. **ECI** - Election Commission of India

2.2 Introduction

As per the Election Commission of India's instructions in their letter No.464/2022/EPS dated.19th June 2023, arrangements for webcasting shall be done in all critical polling Stations and all Polling Stations in vulnerable areas or at least in 50% of total Polling stations including auxiliary polling stations, whichever is higher. To bring transparency in the election process, it has been decided for webcasting of poll day proceeding (**WITHOUT VITIATING THE SECRECY OF VOTING**) of 60% the polling stations in the State where internet facility is available. At present there are 37,809 Polling Booths in Odisha. The present proposal for webcasting shall be from 22,685 Polling Stations.

2. Scope of work

2.1 Zone Distribution

- A. For this RFP, the Odisha State has been divided into Six zones. The zone-wise information is as below.

Zones	Districts under Zone	Total Districts
Zone 1	Cuttack, Jagatsinghpur, Kendrapara, Dhenkanal, Angul,	5Nos.
Zone 2	Balasore, Bhadrak, Mayurbhanj, Keonjhar, Jajpur.	5Nos.
Zone 3	Sundergarh, Jharsuguda, Sambalpur, Bargarh, Deogarh	5Nos.
Zone 4	Rayagada, Koraput, Malkangiri, Nabarangpur, Gajapati	5Nos.
Zone 5	Ganjam, Kandhamal, Nayagarh, Khurda, Puri	5Nos.
Zone 6	Bolangir, Sonepur, Nuapada, Kalahandi, Boudh	5Nos.

- B. The zone-wise distribution of Polling Stations, R.O. and D.E.O. is as below.

Zones	Polling Stations	R.O. of AC	D.E.O & RO of PC.
Zone 1	6948	27	4
Zone 2	8930	35	5
Zone 3	5045	19	3
Zone 4	4150	16	2
Zone 5	8178	34	5
Zone 6	4558	16	2
Total	37,809	147	21

C. Zone Wise details of Polling Stations

Zone 1:

District Name	No. of ACs	Total Polling Stations	Webcasting to be done (60% of PS)	PS falling in Net Shadow area
Cuttack	9	2274	1364	14
Jagatsinghpur	4	1047	628	09
Kendrapara	5	1445	867	13
Dhenkanal	4	1020	612	13
Angul	5	1162	697	144
Total (Zone-1)	27	6948	4168	193

Zone 2:

District Name	No. of ACs	Total Polling Stations	Webcasting to be done (60% of PS)	PS falling in Net Shadow area
Balasore	8	1898	1139	03
Bhadrak	5	1309	785	00
Mayurbhanj	9	2368	1421	174
Keonjhar	6	1720	1032	100
Jajpur	7	1635	981	03
Total (Zone-2)	35	8930	5358	280

Zone 3:

District Name	No. of ACs	Total Polling Stations	Webcasting to be done (60% of PS)	PS falling in Net Shadow area
Sundergarh	7	1847	1108	169
Jharsuguda	2	515	309	01
Sambalpur	4	948	569	79
Baragarh	5	1397	838	17
Deogarh	1	338	203	46
Total (Zone-3)	19	5045	3027	312

Zone 4:

District Name	No. of ACs	Total Polling Stations	Webcasting to be done (60% of PS)	PS falling in Net Shadow area
Rayagada	3	883	530	231
Koraput	5	1158	695	260
Malkangiri	2	544	326	80
Nabarangpur	4	992	595	110
Gajpati	2	573	344	167
Total (Zone-4)	16	4150	2490	848

Zone 5:

District Name	No. of ACs	Total Polling Stations	Webcasting to be done (60% of PS)	PS falling in Net Shadow area
Ganjam	13	3077	1846	81
Kandhamal	3	659	395	266
Nayagarh	4	937	562	58
Khurda	8	1907	1144	14
Puri	6	1598	959	00
Total (Zone-5)	34	8178	4906	419

Zone 6:

District Name	No. of ACs	Total Polling Stations	Webcasting to be done (60% of PS)	PS falling in Net Shadow area
Bolangir	5	1548	929	53
Sonepur	2	586	352	12
Nuapada	2	603	362	27
Kalahandi	5	1410	846	97
Boudh	2	411	247	10
Total (Zone-6)	16	4558	2736	199

Note: The CEO, Odisha, reserves the right to conduct webcasting in less number of polling stations in a particular District/Districts than advertised, as he deems fit.

D. The following terms & conditions would govern the selection of a bidder for the zone:

- (a) The contract will be awarded to the lowest evaluated responsive bidder in each zone, qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder of each zone (6 zones) will be eligible for placement of work Orders for the item.
- (b) One bidder can quote bids in one or as many zones or all zones mentioned in this document, but a single vendor can be selected to execute work in maximum of 3 zones.
- (c) In case, a vendor quotes for multiple zones and is found as L1 in more than 3 zones then CEO, Odisha reserves the right to assign 3 Zones to the successful L1 bidder, in which the bidder will execute work. The zones in which a vendor was L1, but due to “the limit of maximum 3 zones for a single bidder” not opted to execute work, L2 bidder will be selected to execute work in that zone at L1 rates of that particular zone

but, the final decision on terms and conditions to execute work will be as per the decisions of Chief Electoral Officer, Odisha.

- (d) In case, if there is no participation for finalization of bidder in any of the zones, the selected bidders in other finalized zones may be allowed to execute the work for the remaining zone(s) on overall L1 rates across zones but the final decision on terms and conditions to execute work will be as per the decision of Chief Electoral Officer, Odisha.

Final decision regarding selection of service provider/agency in each zone will be the sole discretion of CEO, Odisha.

E. AWARD OF CONTRACTS:

Award Criteria:

The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder for each of the 06 zones will be eligible for placement of work Orders for the item.

Issue of notification of award:

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The purchaser will notify the successful bidder in by publishing in the website, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. The bidder shall within 07 days of issue of the Notification of Award, submit his acceptance along with agreement document & Performance Security. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or abode as provided by the tenderer. If the lowest Tenderer fails to execute the agreement and/or to deposit the required performance security within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the CEO, Odisha and the firm will also be liable to make for the damages/losses suffered by CEO, Odisha apart from other penal actions.

2.2 Detailed Scope of Work

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

The Successful bidder has to undertake the live web streaming (both audio & video) of the poll day events during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024 from the identified Polling Stations on a turnkey basis, with the installation of the necessary suitable, proven web-based web-streaming software along with the supply of other related items as per the detailed Scope of work.

1. Supply, installation, commissioning, and implementation of the web-based audio & video streaming software in the server set up in the secured cloud environment/secured server. CEO, Odisha, shall not provide any hardware or software apart from the required space. The server setup should be in India.
2. Provide a common dashboard for entire state.
3. Providing single browser-based monitoring dashboard.
4. Software/dashboard application should be all Operating systems and all web browser supportable.
5. Supply, Installation, the commission of one HD CCTV cameras (IP based/Mobile operator SIM card supportable) with all accessories or suitable system or Subsystem for recording and storage of Video and Audio to be used in a polling station on the polling day along with one person per polling station (in case that polling station is not covered for Live web streaming), to operate them to submit the recorded backup.
6. Supply and installation of HD web cameras & high-speed internet connectivity for use in the identified polling stations on the polling day **along with one person per polling station**, to operate them to web stream the live data.
7. The bidder should have at least 5% of all accessories reserve at the RO level for replacement / troubleshooting, if any.
8. Supply and installation of one 42-inch LED TV as per specification indicated for use in the office of the **Returning Officer (R.O.)** along with **02 Supervisors (manpower)** on the polling day to operate them to view the live data.
9. Supply and installation of two 42-inch LED TVs as per specification indicated for use in the office of the **DEO** along with **two supervisors (manpower)** for use on the Polling day, to view the live data, and for the help-desk facility.
10. Supply and installation of two 42-inch LED TVs for each zone as per specification indicated for use in the office of the Chief Electoral Officer at State headquarters on the polling day along with **two supervisors (manpower) for each zone** to operate them to view the live data at CEO office.
11. The Video Streaming solution should be able to display multiple streams happening at the

same time, in the polling stations, on TV (s) for viewing in the Offices of the Election Commission of India (ECI), Chief Electoral Office (CEO), District Electoral Office (DEO) & ROs.

12. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software/web based application.
13. Establishment of the centralized Help desk at the CEO, Odisha, office with a minimum of 1 seat per zone (i.e. Zone 1, Zone 2 , Zone 3, Zone 4, Zone5 and Zone 6) to manage and fix the complaints/issues coming up on the polling day.
14. The data should at no point be hosted outside India and the bidder will not access the data unless authorized by the CEO/DEO.
15. In areas with limited network coverage, CCTV systems will locally record the entire polling day, and the recorded footage will be submitted to the DEO upon the completion of polling.
- 16. The successful bidder will have to provide battery backup for providing uninterrupted services of live webcasting and CCTV recording. (For either scenario: whether a polling station lacks a power connection or experiences a power outage.)**

B. On the Poll Day:

The overall number of locations with location type for the requirements of the camera, manpower, and LED TV screen **for all 6 Zones put together** is as below:-

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No. of Camera	Total No. of Manpower / Supervisor@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Total of Six Zones (Summary)	Polling Stations	37809	22685	22685	22685	00
	R.O.	147	00	00	294	147
	D.E.O & RO of PC.	31	00	00	62	62
	CEO	01	00	00	12	12

The Zone wise distribution for the Polling Day is as under:-

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No. of Camera	Total No. of Manpower / Supervisor@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Zone 1	Polling Stations	6948	4169	4169	4169	00
	R.O.	27	00	00	54	27

	D.E.O & RO of PC	04	00	00	08	08
	CEO	01	00	00	02	02

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No of Camera	No. of Manpower / Supervisor@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Zone 2	Polling Stations	8930	5358	5358	5358	00
	R.O.	35	00	00	70	35
	D.E.O & RO for PC	05	00	00	10	10
	CEO	01	00	00	02	02

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No of Camera	No. of Manpower / Supervisor@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Zone 3	Polling Stations	5045	3027	3027	3027	00
	R.O.	19	00	00	38	19
	D.E.O.& RO for PC	03	00	00	06	06
	CEO	01	00	00	02	02

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No of Camera	No. of Manpower / Supervisor@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Zone 4	Polling Stations	4150	2490	2490	2490	00
	R.O.	16	00	00	32	16
	D.E.O. & RO for PC	02	00	00	04	04
	CEO	01	00	00	02	02

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No of Camera	No. of Manpower / Supervisor at each location@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Zone 5	Polling Stations	8178	4906	4906	4906	00
	R.O.	34	00	00	68	34
	D.E.O.& RO for PC	05	00	00	10	10
	CEO	01	00	00	02	02

Particular	Location Type	Number of locations	Webcasting to be done from 60% of locations	Total No of Camera	No. of Manpower / Supervisor at each location@ 2 per AC/ PC	TV Screen per AC/PC. [@2 for DEO/ CEO and @ 1 for RO]
Zone 6	Polling Stations	4558	2735	2735	2735	00
	R.O.	16	00	00	32	16
	D.E.O.	02	00	00	04	04
	CEO	01	00	00	02	02

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

2.3 Technical Specifications (Election Commission of India's instructions no.464/2022/EPS dated.19th June, 2023 and commissions Suggestive Technical Specification Document for Installation, Implementation of webcasting solution on turn-key basis for Elections vide reference No. 29120/2017/ICT).

Task 1: Hosting of the web-based streaming software:

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

The key features of the software shall be:

1. Able to record video in H.266 compression or other equivalent open formats which can be read by a variety of open-source software solutions.
2. Able to record at least 4 kbps audio in good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. The camera should be wall-mounted (up to 7 feet in height) and fixed. It should be appropriately secured from physical damage.
4. The web camera should be placed to cover the maximum possible area in the polling station without hampering the secrecy of the vote. The light and glare should be minimal and should be capable of zooming in as per the requirements. It should clearly capture and transmit the following aspects of the poll proceedings:
 - a. Process of identification of voter by the polling officer.
 - b. Application of indelible ink on the finger of the voter.
 - c. Initialization of control unit of EVM by presiding officer after satisfactory identification of a voter.
 - d. Voter's visit to the voting compartment for casting a vote on the balloting unit of EVM, but without showing the cover face of the Ballot Unit/VVPAT so that voter's secrecy is preserved under all conditions and clear beep sound after pressing the button.
 - e. Presence of polling agents to the possible extent.
 - f. At the time of closing of poll, distribution of slips/tokens to the voters in queue.
 - g. Sealing of EVM (BU/CU), VVPAT, and giving copies of form 17C to polling agents.
5. During recording, the name and number of the Parliamentary Constituency (PC) and the Name and number of the Assembly Segment (AS No.) along with the Polling Station no. (PS No.) should be visible clearly in the camera view.
6. Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the CEO, Odisha.
8. The Application shall be loaded from the browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is the Manpower / Supervisor provided by the bidder, who will use and operate the recording system and online application at the Polling Station).
9. The software shall provide video streaming URL with password protection to view district-wise, Parliamentary Constituency/Assembly Constituency-wise and polling station-wise videos that are streamed from the polling stations. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other offices as authorized by the CEO with user ID and password. The data streaming shall not be open for viewing by the public over the Internet, without the approval of the CEO.
10. User level view/controls restriction should be implemented by vendor as per requirement of CEO Odisha.

11. The software shall include an option for
 - a. Connectivity status of CCTV/web camera/IP camera from the polling station whether the stream is online/offline.
 - b. Option for auto rotation of videos within Assembly Constituency/District/State level based on the type of user connected and option selected.
 - c. Option for an on-demand view of the polling station-wise video.
12. Upon browser-based video recording commencement, a generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet. (more details may be added as per the guidelines)
13. The software provided should have been developed by the bidder and should not be free software or shareware available on the internet. During the recording, the user should be able to see the actual video that is being recorded.
14. The software should be able to offer graceful and smooth recording quality even in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this. The software provided shall be able to perform queries of the video and audio content of the storage. The software shall be able to burn CDs/DVDs on Windows-based computers and be able to query the content available based on multiple parameters such as Date, Time, Location, etc.
15. The Video Streaming solution should be such that it supports rewinding with a playback option and the option to move to the current live status of recording.
16. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the ECI, CEO, DEOs & ROs.
17. The software shall list all the polling stations with their respective webcast after collecting and updating the details and the application software design from the CEO/DEO.
18. The data should at no point be hosted outside India and the bidder will not access the data unless authorized by the CEO/DEO. Utmost security & confidentiality is to be maintained by vendor or agency and stringent actions for violation of data privacy shall be taken against the vendor / agency.
19. The video recording of the live webcasting at the server shall be done as per the instructions of the ECI/ CEO/DEO and shall not be stored in any form in any type of device outside the DEO's Office after giving a backup of all the videos to the DEO's Office. All data shall be handed over to the DEO (Assembly Constituency wise) in a hard disc.
20. Uploading of the videos shall be carried out by the manpower posted by the bidder at each

identified place, using a webcam/HD camera and connectivity of either 5G/ 4G/ 3G/ 2G/ broadband, WiMAX, DSPT, etc., based on local availability.

21. At the end of each event the web-streamed data along with required reports, shall be made available within 7 days to the client (CEO, Odisha) through the DEO in an external Hard Disk/Storage Device for later retrieval and usage as necessary.
22. The client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
23. The bidder shall also ensure the safety of the equipment such as Laptops, Internet connectivity devices, high-end cameras, etc., installed by them at the respective places, till the events are over.
24. The bidder shall also develop application software that monitors the data feed from each polling station on the polling day, based on the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the service levels provided, to levy penalties as indicated under penalty clause. This software should be handed over to the CEO's Office for necessary vetting before use.
25. The bidder shall provide access to the dashboard view for more than one location, i.e., RO, DEO, CEO, and ECI HQ which should reflect the point of failure, network status, recording status, and downtime status. The network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.
26. The browser application shall comply to Web Services Security with encryption of data if required.
27. Data integrity techniques need to be deployed to ensure that information has not been altered, or modified during transmission without detection.
28. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.
29. Bidder maintains a secure copy of every data backup and the backup must remain unaltered data, complete with timestamp records, after completion of full activity provide the data backup to DEO in External hard disk drive.

Task 2. Live Streaming and Recording of the Poll day events from the Polling Stations

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
2. Total Number of approximate Locations for Video & Audio & CCTV Recording shall be 22,685 (about 60 percent) . The same is further divided into 6 Zones, as detailed above in this RFP.
3. The bidder has to supply and install the IP HD cameras, as per the minimum specifications in the identified polling stations. The IP HD cameras should have the facility for local recording, with a minimum of 3 Megapixel camera resolution or higher. The camera should

havenight vision capability, a wide angle with 30/170-degree coverage. The camera should have the capability of 10x zooming. The camera should have a minimum illumination of 0.05 lux.

4. The camera should support 16-4096 kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported in 1920x1080.
5. The bidder has to arrange suitable internet connectivity at all locations for the installation of cameras for the services rendered by them.
6. The bidder has to post one skilled operator/ person at each identified polling station, with proper training on the usage of the web streaming software, using the camera, and internet connectivity on the day of polling and during trial runs.
7. The bidder is required to have at least two day/trial runs of the process, to satisfy the client that their systems are in good working condition at least two days before the poll day.
8. In case of a Re-poll ordered at a booth under live web streaming, the web streaming/CCTV of that re-poll should continue to be the responsibility of the bidder. This will not entail additional financial commitments.
9. The bidder shall also provide a facility in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smoothly by providing LED TV 42 inch.
10. The bidder shall ensure that the live feeds are transmitted securely to the server and then to the concerned officials up to the satisfaction of the Nodal Officer/CEO/DEO, for the duration when the operation is on.
11. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by ECI to receive the same.
12. The recorded material shall be the exclusive property of the ECI, and neither the Bidder nor any other party will be entitled to utilize the same.
13. After the event is over on polling day, the supplied Camera with accessories, LED TVs and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
14. The bidder shall provide adequate compute performance on the servers and storage along with suitable high-speed internet/network bandwidth to accommodate the multiple video streaming.
15. The video and audio should be live-streamed to the control center via the server; the bidder should deploy the resources on the days of polling in each control center.
16. The bidder shall provide sufficient internet bandwidth for the clear live streaming of the poll day event.
17. In case of any disruption due to internet connectivity, the streaming data has to be stored in an external Hard Disk and the same shall be made available in External Hard Disk Drive

at the end of the day to the Designated Officials / DEO concerned.

18. Number of Days required for recording at each location: 01 day (24 hours or part thereof).

19. The successful bidder has to provide uninterrupted services for streaming and recording at the polling station.

20. The successful bidder has to provide dedicated manpower at the polling station for live web streaming & CCTV recording for the complete duration of the poll event as specified by the CEO/DEO. The manpower deployed for this purpose shall not be engaged at any other location or in any other task.

21. The live web streaming has to be of the area specified by the officers and the live streaming or recording must not deviate from the specified area. It must be set up at the beginning of the poll event in consultation with the officer at the polling station.

Task 3: Setting up a Help Centre and Deployment of Manpower

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment.
2. Centralized Help Desk in State HQ operating under the control of the Nodal Officer/CEO. Control rooms in the office of the R.O. and DEO (one 42" size TV along with operator per each A.C.)
3. One Supervisor on the polling day for each Zone shall assist all other locations to fix the issues that are coming up relating to this assignment from Office of CEO, Odisha, Bhubaneswar for coordination.
4. The help desk should be operational 3 days before polling and one day after polling, including the polling day. If there is a re-poll, it should continue, till the end of the re-poll.
5. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. Similarly, the manpower deployed for polling day should be available and capable of assisting with any issues arising during the assignment.
6. The CVs of all the personnel, being deployed should be provided. Each of the personnel should have at least two of the following with him while on duty: - A Passport, A Driving License, a PAN Card, an Aadhaar Card, or any other form of identification as specified by the Nodal Officer / DEO /CEO, Odisha. The following details shall be provided by the bidder in the CVs – Name, Date of Birth, Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Education Qualifications, Experience.
7. There may be Police / Security Clearance checks conducted against the personnel and the client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
8. On the poll day, the personnel shall be required to operate round the day at each of the centers posted (i.e. in each of the Parliamentary/Legislative Assembly Constituencies).
9. The Personnel have to report for duty one day before the polling day and should be available till the sealing of EVMs / end of the polling process.

10. Training of this personnel and the tasks shall include training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance, etc. The training required will have to be conducted by the bidder, in the district/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for duty.
11. Troubleshooting of any hardware/software issues related to the entire process of recording streaming and monitoring.
12. Any other tasks found necessary for the successful live streaming of the videos.
13. The client will issue an Election Duty Certificate (EDC) for postal Ballot to the manpower posted in the respective locations as necessary (if required). The manpower shall be asked to report for duty to the concerned officials when posted.

Task 4. Development of Training Material

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

Task 5: IP HD Camera Surveillance and Recording of the Polling at Polling Station

The bidder has to supply and Install the IP HD Surveillance camera (IP based, mobile operator SIM supportable) as per the minimum specification mentioned in this RFP for the camera for polling stations. The CCTV surveillance camera should have the facility of local recording of audio and video using NVR/SD card / any other suitable method or suitable recording system or subsystem.

The successful bidder has to provide battery backup to provide uninterrupted services for HD CCTV surveillance and recording at the polling station.

The successful bidder has to provide dedicated manpower at the polling station for live web streaming & CCTV recording for the complete duration of the poll event as specified by the CEO/DEO. The manpower deployed for this purpose shall not be engaged at any other location or in any other task.

2.4 Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

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

2.5 Supply Installation Commissioning

1. Delivery: The ordered items shall be delivered, installed, and commissioned from the date of the instruction issued from Office of the CEO, Odisha. The successful bidder after obtaining the work order shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to the CEO, Odisha counter signed by concerned DEOs.
2. The office/user department is solely responsible for the site preparation if any before the scheduled installation dates.
3. After successful installation, commissioning, and completion of the delivery to the user department at different locations, the bidder must obtain a signed delivery challan.
4. The bidder must provide the Name, Mobile number and email Addresses of the representatives who are responsible for attending the services at each client site. The bidder should also provide the details of the centre in charge, the higher level in charge who is responsible for overseeing the service centres, and the person to whom complaints can be made, in case the services provided to any center, are not satisfactory.
5. Bidder must share the Escalation matrix of their agency.
6. In case of any change in the work order, it shall be communicated to the bidder well in advance.
7. The quantity mentioned in the tender document is tentative only. Payment will be released based on the quantity used at the site, which has to be attested by the concerned DEOs.
8. The successful bidder shall be liable and /or responsible for the compliance of all statutory provisions and especially those relating to labour laws in respect of this contract.
9. The successful bidder should be able to provide the requested data from the server

immediately.

10. The successful bidder should keep the provision of data (audio & video) backup and recovery.

4. Eligibility Criteria: (Pre-qualification- cum- technical)

S. No.	Basic Requirements	Description	Documents Required
1.	Legal Entity	The Bidder must be a legal entity in India for the last three years (as of the date of bid submission) under Indian companies Act 1956/2013 Consortiums or Joint Ventures are not allowed.	-Copy of Certificates of Incorporation. -Registration Certificate
2.	GST, PAN & ITR	The Bidder must submit their valid GST certificate, PAN and Income tax returns of LAST 3 years.	Copy of GST Certificate, PAN and ITR of last 3 years
3.	Bidder's Turnover	Bidders' financial turnover from IT/ITES : a. The bidder should have a minimum average annual turnover of ₹ 25 crores from IT/ITES during the preceding three financial years i.e. (FY 2019-20, 2020-2021 and 2021-2022).	a) Valid documentary proof of: -Balance sheet clearing indicating The Year & Turn over details. AND - CA Certificate showing Turn over details.
4.	Bidders Net worth	The bidder should have financial positive Net Worth in last 3 financial years. (FY 2019-20, 2020-2021 and 2021-2022).	CA Certificate for Net Worth
5.	Bidder's Experience	The bidder must have successfully executed during the last five years (as on the date of bid submission) Live Webcasting of the Election conducted by the ECI/State Election Commission of any State. The bidder must have work experience that falls under at least any one of the following: ➤ One work order comprising of carrying out live web streaming (Web- based audio & video streaming from multiple locations) of the value of at least ₹ 4 (Four) Crores in India. ➤ Two work orders, comprising of carrying out live web streaming (Web- based audio & video streaming from multiple locations) of the cumulative value of at least ₹ 3 (Three) Crores in India. ➤ Three work orders, comprising of carrying out live web streaming (Web-based audio & video streaming from multiple locations) of the cumulative	Copies of the Work order(s) along with proof of successful completion / client certification. Related Work orders/ Agreements /orders along with duly sealed signed completion certificate from the Client for such work. At least any one of the above documents should clearly define the value of the assignment completed. The work order and completion certificate should be issued in the name of the agency and should be issued by the end client.

		value of at least ₹ 2 (Two) Crores in India.	
6.	Black listing / Terminations	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government	As per the attached Annexure 3.
7.	Availability of HD Cameras	The bidder must have a physical stock of at least 20,000 IP HD cameras or higher specifications given in this technical specification at the time of bidding.	Self-Declaration in company letter head.

- a) Bidders must provide adequate documentary evidence in support of their claims.
- b) The final decision on the assessment of pre-qualification criteria would solely lie with the CEO, Odisha.
- c) The documents not relevant to this R.F.P. shall not be accepted.
- d) Once the tender document is submitted then only the document requested from the official e-mail ID for any clarification in the bid submitted by the bidder will be accepted.

5. Method of Evaluation

The selection of vendors is a two-stage bidding process where eligible bidders shall submit their Prequalification cum Technical bids and financial bids separately through online e-procurement portal “ <https://tendersodisha.gov.in/> “

- a. Prequalification-cum-Technical bids will be evaluated for all the bidders.
- b. Financial bids will be opened only for those bidders who are found eligible and Pre-qualification cum technically qualified.
- c. Financial bids for the ineligible and/or PQ cum technically disqualified bidders will not be opened.

6. Service Level Agreement (SLA) requirements

100% Server, Network & Power Uptime SLA: The vendor should provide 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Poll Day as declared by the ECI and shall be from the commencement of the Poll to the end of the Poll or as decided by the client. The Vendor will develop a suitable dashboard for reporting the buffer and failure.

1. The vendor should ensure the following SLA for Polling Stations. The vendor should provide the Server logs for each polling station to the DEO / CEO, Odisha within 24 hours after the event is over. The deduction due to the downtime of each location will be calculated as per the following table:

S.N.	Service Availability at each Polling Station	Deduction from the Cost Per Camera
1.	99.9% to 100%	0%
2.	98% to 99.8%	10%
3.	95% to 97.9%	25%
4.	90.1% to 94.9%	40%
5.	90% or below	50%
6.	80% or below	Discretion of CEO, Odisha

2. The buffering should not happen in the streaming at the ECI, CEO, DEO, and RO offices. For the calculation of the buffering on the poll day, the vendor will develop a dashboard for reporting the buffer and failure. They should provide the log files received from their Cloud service provider for each polling station also. In case, if buffer happens, then the deduction for those many polling stations will be calculated as per the table given below in terms of Commissions document No. 29120/2017/ICT mentioned in the RFP in Clause No 3.3:

Buffer and correction loss	Deduction from the total Cost
< 10 point failures	0%
> 10 points failures	10%
>50 points failures	25%
>100 points failures	50%

3. Penalties will be imposed in cases of insufficient manpower at polling stations and the absence of LED TVs at the specified locations.

Note 1: In case of any disruption due to internet connectivity, the streaming data has to be stored in the external Hard Disk Drive and the same shall be made available on an External Hard Disk within 7 days after end of the poll to the officials concerned.

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

4. The successful bidder will have to follow SLA for the testing as per the schedule given below:

S.N.	Time Line	Activity	Non-compliance	Penalty
1.	P-10	The Vendor will set up cameras at ten Polling Stations for webcasting and ten polling stations for CCTV recording (per AC) and demonstrate webcasting through VC to ECI officials/ CEO/DEO. Providing a webcasting link and port details to the CEO's office by the vendor.	Not visiting the Polling Stations & not demonstrating live webcasting And CCTV recording Not providing the link and details	₹50,000/-
2.	P-2	The Vendor will set up the camera at all identified PS and demonstrate webcasting through VC to ECI officials, the CEO, and DEO. Conversion of web-casting to CCTV recording should not be more than 5%.	Not successfully demonstrating at that location.	10% cost of that non-performing location.

Note:

- A. P- Stands for polling day.
- B. In the case of a multi-phased election, each activity has to be performed separately.
- C. The bidder should submit the testing report as per the schedule above to the District Collector and District Collector should then submit the testing report to the CEO, Odisha.

- 5. The successful bidder will have to submit all the recordings (including webcasting & CCTV) Assembly Constituency-wise & Polling Station-wise within 7 days of the completion of the event.

S.N.	Submission of the recording	Deduction from the total cost of that AC
1.	Non-submission within seven days after completion of the event	10%
2.	Incremental penalty per week	10%

6. The recording submitted by the vendor should be continuous, there should be no disruption, and the orientation of the camera should be proper / focused to capture the desired area with time stamp, non-editable. If not, then the 100% cost of that booth will be deducted.

Note:

1. The penalty shall be calculated polling station-wise.
2. SLA recording hours for Polling would be from the commencement of the poll to the end of the Poll or as decided by the client.
3. In the case of those polling stations where the recording is not available, no payment will be made to the vendor for the camera as well as for manpower.
4. In case the vendor has not installed the IP HD cameras for the desired polling station(s), no payment will be made for that many polling stations to the vendor. In addition to that, 25% cost of non-available locations will also be deducted from the payment of all the remaining polling stations in that AC. For example, if 100 cameras need to be deployed for AC No. 1, and the vendor has not installed cameras at 10 locations, then the payment will be made for only 90 polling stations after the deduction of the 25% cost of 10 locations being imposed on the remaining value.
5. The vendor should provide a live web streaming report as per the live dashboard with the following parameters
 - a. District
 - b. Assembly Constituency
 - c. Polling Booth No.
 - d. Camera No./ID
 - e. Streaming start date & time
 - f. Streaming end date & time
 - g. On/Off status
 - h. The total duration of off/non-functional time
6. The vendor should also provide an GUI for accessing/downloading from the live server logs to the CEO, Odisha. The downtime/service availability of all the IP HD cameras installed by the vendor will be calculated by the client, using server logs. The GUI should contain the following parameters.
 - a. District
 - b. Assembly Constituency
 - c. Polling Booth No.
 - d. Camera No./ID
 - e. Streaming start date & time
 - f. Streaming end date & time
 - g. On/Off status
 - h. The total duration of off/non-functional time
7. 100% Backup to be provided for polling day, even for the activity of CCTV Surveillance, within 7 days for the completion of the event in a suitable backup device such as an

External HDD. No payment will be made for polling booths where 100% backup is not provided.

8. The election is a very sensitive event and the successful bidder has to maintain the secrecy of election-related data and other relevant stuff. If it is found that secrecy is breached, appropriate legal action will be initiated.

7. Milestones

S.N.	Milestones	Approval	By Date
1.	Contract deployment plan consisting of no. of resources and their allocation, time of deployment, distribution of material, and kick-off meeting with Webcasting and implementation partner team at CEO and also at the concerned DEO office.	By CEO	P-25
2.	Inception Report Submission	By CEO	P-20
3a	Locally translated user guide material	By CEO	P-10
b.	Training material reaching designated places	By DEO	P-10
c.	The technical person should be assigned and well-trained	By CEO	P-10
4a.	A monitoring mechanism should be there with a control room setup	By CEO	P-4
5a.	Test runs from some polling stations should be done (at least 3 days before)	By CEO	P-3
b.	Sending test run report to Chief Electoral Officer,	By CEO	P-3
c.	The Power socket should be in working condition	By DEO	P-2
6.	Deployment and installation of hardware (webcam with power backup)	By DEO	P-1
a.	The camera should not be placed against the light from the window or door	By DEO	P-1
b.	The room should be well-lit	By DEO	P-1
7.	Ensure that a dedicated resource person with their contact details is available continuously at the polling station for webcasting monitoring	By DEO	P

8.	Submission of all other project deliverables and final report	By CEO	Within 15 days after the completion of polling events. Payment by CEO, Odisha.
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Where P is the polling day.

8. Webcasting Planner:

		P = Polling Day		
Sl. No.	Event	Timeline (Minimum)		
		Relative Timelines	No. of days	No of days for completion of the task
1.	Identifying personnel for monitoring and handling cameras at Polling Stations	P-25	22	3
2.	Training by Vendor to chosen State personnel	P-24	20	4
3.	Ensuring network connectivity at PS where webcasting needs to be done.	P-23	21	2
4.	The Vendor will set up cameras on 5 Polling Stations and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-20	18	2
5.	The Vendor will set up cameras on multiple Polling Stations and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-12	9	3
6.	Provide a webcasting link and port details to CEO office by the vendor	P-10		
7.	Supply and Installation of LED TV and depute manpower per officer by the vendor in RO, DEO, and CEO office for webcast monitoring	P-3		
8.	The Vendor will set up cameras on all identified PS and demonstrate webcasting through VC to ECI officials, CEO & DEO	P-2	1	1
9.	Submission of the clear and complete recording along with web uploading of certificate to DEO and a copy to CEO	P+7	8	1

	Must and to be monitored by the CEO & ECI
	Must and to be monitored by the CEO & DEO
	Must and to be monitored by the DEO & RO

9. Payment

- (a) No advance payment will be made.
- (b) Payment will be released by the CEO, Odisha on the basis of report of DEO.
- (c) Penalty/deduction amount, if any, will be adjusted in the payment to the successful bidder.
- (d) GST will be paid as applicable.
- (e) Successful Bidder will be responsible for the remittance of Taxes to State and Central Government as per the applicable rule.

Note: The concerned DEOs will verify the bidder works as per Annexure 7.

10. Terms and Conditions Governing the Contract

10.1 Instructions to the Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and the award of contracts. It is important that the bidder carefully reads and examines the Tender document.

10.2 Availability of Tender Document

- The Tender document is available and downloadable on <https://tendersodisha.gov.in>, <https://ceoodisha.nic.in>, <https://odisha.gov.in> website.
- Tender Fees (non-transferable & non-refundable) must be paid online at the e-procurement portal (<https://tendersodisha.gov.in>).

10.3 Pre-bid Meetings and Clarifications

i. Clarifications

The prospective Bidder requiring any clarification on the Tender shall contact CEO, Odisha, through email by sending the queries to “ceoorissa@gmail.com” and “ceo_orissa@eci.gov.in”. The queries of the bidders shall only be entertain if the same is received in the format prescribed (Annexure- 4) within the prescribed time limit. All future correspondence/corrigendum shall be published on “<https://tendersodisha.gov.in/>, <https://ceoodisha.nic.in/>, <https://odisha.gov.in/>” only.

ii. Pre-bid Conference and Issue of Corrigendum.

- a) A Pre-Bid conference of all the interested bidders shall be held at the scheduled date and time and venue as per the details mentioned in the Bid Data Sheet.
- b) The CEO, Odisha reserves the right to make any kind of amendments to the terms and conditions of the Tender before the due date of submission of a bid will be uploaded on the <https://tendersodisha.gov.in>, <https://ceoodisha.nic.in>, <https://odisha.gov.in>. Any change / clarification / corrigendum issued before the due date of submission of bid shall form a part of this Tender document.
- c) The CEO, Odisha reserves the right to extend the deadline for submission of bids.

10.4 Preparation and Submission of Proposal

i. Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements, and other information given in the Tender document carefully. Submission of a bid shall be deemed to have been done after careful study and examination of the Tender document with a full understanding of its implications. The response to this Tender should be complete in all respects. Failure to furnish the required information or submission of a proposal not substantially responsive to the Tender requirements, in every respect will be at the bidder's risk and may result in the rejection of its proposal. The Tender Document is not transferable to any other bidder.

ii. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the client, shall be in English language only.

iii. Submission of Bid

The bidders are required to submit soft copies of their bids electronically on the <https://tendersodisha.gov.in> portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the <https://tendersodisha.gov.in> Portal, preparing their bids according to the requirements, and submitting their bids online on the <https://tendersodisha.gov.in> Portal.

More information useful for submitting online bids on the Odisha Tenders Portal may be obtained at: <https://tendersodisha.gov.in>

A. REGISTRATION

- 1) Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://tendersodisha.gov.in>) by clicking on the link “**Online bidder Enrolment**” on the Tenders Odisha Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the Tenders Odisha Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India, with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the Tenders Odisha Portal (<https://tendersodisha.gov.in>), to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option for advanced search for tenders, wherein the bidders may combine several search parameters such as Organization Name, Form of

Contract, Location, Date, Other keywords, etc. to search for a tender published on the Tenders Odisha Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tenders Odisha Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

C. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with a black-and white option which helps in reducing the size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use the "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

D. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance of bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyer's/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

E. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to the Tenders Odisha Portal, in general, may be directed to the 24x7 Odisha TENDERS Portal Helpdesk.

F. The Bidder shall submit the proposals online as described below-

- a) Proposals that are incomplete or not in the prescribed format may be rejected.
- b) The Technical and Financial proposal should be submitted only through the e-procurement Portal.
- c) Technical Proposal - The proposal should be as per the Technical Proposal format provided in the Annexure 2.
- d) Financial Proposal –The proposal should be submitted in the Financial Bid format provided on the portal (<https://tendersodisha.gov.in>)
- e) The Financial Bid should be exclusive of GST which shall be paid as per the prevailing rates but inclusive of all other taxes & duties.
- f) Conditional proposals shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before submission of the bids.
- g) Any alteration, erasure, or overwriting shall be valid only if the person or persons signing the bid sign against them with his/their initials.
- h) Bidders are advised to upload the proposals well before time to avoid last-minute issues.
- i) The bid has to be submitted only online at <https://tendersodisha.gov.in> website. No

physical submission of bids shall be accepted.

10.5 Late Bids

Proposals received after the due date and time shall not be accepted.

10.6 Bid Validity

The TENDER offer must be valid for 1 year from the due date of issuance of the work order as mentioned in this TENDER or the subsequent corrigendum (if any).

10.7 Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the client will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.8 Interpretation of the Clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of the clauses by the Chief Electoral Officer, Odisha shall be final and binding on the bidder. The decision taken by the Chief Electoral Officer, Odisha in the process of Tender evaluation will be full and final.

10.9 Amendment of Tender Document

At any time before the deadline for submission of bids, the CEO, Odisha, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on the website and bidders are requested to visit the e-procurement website for updates, modification, and withdrawal of Offers.

10.10 Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and conditions and technical specifications specified in the Bid.

10.11 Confidentiality

1. Any attempt by a Bidder to influence the CEO, Odisha, in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
2. If any Bidder wishes to contact the CEO, Odisha, during/after the opening of the Bids to award of contract, the bidder may do so in writing.

10.12 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Bhubaneswar only.

10.13 Indemnity

The successful bidder (s) shall indemnify, protect and save the CEO, Odisha against all claims, losses, costs, damages, expenses, action suits, and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all components (like system software, software tools, hardware, etc.) and the services rendered under this Bid.

10.14 Force Majeure

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

10.15 Right to terminate the process

The CEO, Odisha reserves the right to accept or reject any tender offer, to annul the tendering process, and to reject all tenders at any time before the award of the contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor (s) of the grounds for such action.

The CEO, Odisha makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this BID does not constitute an offer by CEO, Odisha. The bidder's participation in this process may result in CEO, Odisha selecting the bidder to engage in further discussions and negotiations.

10.16 Limitation of Liability

The maximum aggregate liability of a successful bidder shall not exceed the order value.

10.17 Performance Bank Guarantee (PBG)

The Successful Bidder (s) shall be required to submit a Performance Bank Guarantee of 10% - of the work order, within 7 days of issuance of the work order. All charges concerning the PBG shall be borne by the bidder. The PBG shall remain valid for the contract period duration plus three months. The Successful Bidder shall have to submit the Performance Security in the form of a Bank Guarantee. PBG will be discharged /returned by the CEO, Odisha upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG (Annexure-15).

This Performance Bank Guarantee may be invoked on violation of any of the condition (s) given below:

1. If any of the hardware or services, provided, do not perform satisfactorily.
2. The observed output/deliverables of the project do not follow the approved specification.

On submission of the Performance Bank Guarantee, the EMD amount submitted will be released.

10.18 Taxes and Duties

Rates should be inclusive of taxes & duties including delivery at the site and installation & configuration etc. except the GST, which shall be payable extra on actuals as per the prevailing rates.

10.19 Contract Period

The duration/validity of this tender will be for the period of 1 year from the date of issuance of the work order.

10.20 Delivery Period

The delivery period which will be intimated later on by the CEO, Odisha should not exceed under any circumstances. CEO, Odisha reserves the right to extend the delivery period.

10.21 Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign, sublet, or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of the bidder, transfer/ sub-contracting may be permissible with the written concurrence of the client.

10.22 Penalty

Suggested to the bidder to please refer to the SLA in this RFP.

10.23 Corrupt / Fraudulent Practices

The client requires that the bidders under this Bid should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the client defines the terms set forth as follows:

1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process, or contract execution;
2. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
3. "Fraudulent practice" means a misrepresentation of facts to influence the award of a contract or a procurement process or execution of a contract to the detriment of the client, and includes collusive practice among bidders (before or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of the free and open competition;
4. The client will suspend the award of the contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The client will declare a bidder ineligible after giving an opportunity of being heard, either indefinitely or for a stated period, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing this contract.

11. Resolution of Disputes

1. CEO, Odisha and the selected Bidder shall make every effort to resolve amicably by direct

informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2. If, after ten (10) days from the commencement of such informal negotiations, the CEO, Odisha and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Odisha Arbitration and Conciliation Act 1996 (as amended) hereof. All Arbitration proceedings shall be held at Bhubaneswar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
3. In case the issues are not resolved in the arbitration proceedings then any further legal action by the parties shall be restricted to the jurisdiction of the Court in Bhubaneswar.

12. Earnest Money Deposit (“EMD”)

The proposal should be submitted with an EMD as follows:

- a) The Bidder shall furnish an EMD as per the amount mentioned in the Bid Data Sheet online through the e-procurement portal <https://tendersodisha.gov.in> .
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder’s Bid security shall be discharged or returned within 60 days of the expiration of the period of proposal validity or 30 days after awarding the Tender to successful Bidder(s).
- d) In case of a successful bidder, the EMD shall be discharged upon signing the agreement and submission of the Performance Bank Guarantee.
- e) No exemption in EMD/ Performance Bank Guarantee deposit in any form will be given to any firm/ company/ proprietorship/ corporation/ public undertaking. If the required EMD amount is not submitted, then the bid will be unconditionally rejected.
- f) The EMD shall be forfeited by CEO, Odisha, on account of one or more of the following reasons-
 - If a bidder withdraws his bid during the period of bid validity.
 - If the bidder fails to sign the agreement by terms and conditions (Only in case of a Successful Bidder).
 - Fails to furnish Performance Bank Guarantee as specified in Annexure-15.
 - Information given in the proposal is found inaccurate/incomplete.
 - If it is found that the bidder has submitted forged/manipulated documents, or incorrect information in the bid proposal.

13. Evaluation Methodology

A. Bid Opening

1. Bid Opening shall take place through the e-procurement Portal <https://tendersodisha.gov.in>. Online Proposals submitted with the EMD and Tender Fee (Payable Online through the portal) shall be considered for Pre-Qualification-cum-Technical Bid opening as per the timelines mentioned in the Bid Data Sheet.

2. In case of EMD is not received as per the timeline mentioned in the Bid Data Sheet, the bid submitted in the e-Procurement portal will be rejected.
3. The Bidder's representatives, who may choose to attend the session, can attend the Bid opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by CEO, Odisha through <https://tendersodisha.gov.in>.
4. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
5. To assist in the scrutiny, evaluation, and comparison of offers, the CEO, Odisha may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm that correction of arithmetic errors discovered by the CEO, Odisha in the evaluation of the bids.

B. Bid Evaluation

To evaluate the Bid the CEO, Odisha, shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the PQ-cum-Technical and Financial bids as per the following process:

1. The CEO, Odisha, will evaluate and compare the bids that have been determined to be substantially responsive.
2. The Tender Evaluation Committee shall review the Technical Proposal along with the Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
3. The Evaluation committee may seek clarifications on the solution offered by the successful bidder if it so desires.
4. The financial proposals of only those bidders will be opened, who are technically qualified.

C. Failure to Agree with the Terms and Conditions of the BID

Failure of the successful bidder to agree with the Terms & Conditions of the BID / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event CEO, Odisha would reject the proposal and forfeit the EMD as specified in the document.

D. Financial Bid Evaluation

The financial bids of technically qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with the lowest bid value may be declared as Lowest Bidder (L1).

E. Selection of the Bidders

1. The Odisha State has been divided into six zones.
2. A bidder can bid for either one or two or maximum three zones.

3. Kindly refer to the conditions as mentioned in clause 3.1(D) further in this regard.
4. The selected Bidder/Bidders shall be issued a Letter of Intent (LOI)/Work Order.
5. Until a formal agreement is signed, this document along with the Corrigenda and Letter of Intent (LOI)/Work Order shall be binding on the Bidder.
6. The Selected Bidder shall be required to enter into an Agreement with the CEO, Odisha within 7 days of the issue of the Work Order.

Note: In case L1 bidders are more than one for a particular Zone, the lowest bidder shall be decided based on a lottery in the presence of the Bidders.

Lottery process:

If a condition arises that a zone will be allotted only after conducting a lottery amongst the bidders of a particular zone(s), then the following process will be followed:

- 1) The lottery process will be conducted in zone no. wise in ascending order.
- 2) First of all, paper slips of identical sizes will be prepared on which zone no. and the name of the bidder should be printed.
- 3) For example, if the lottery process begins for Zone 1, all the slips for Zone 1 will be shown to the bidders one by one and then be kept in an opaque box after folding them properly.
- 4) Amongst the present bidders or bidder's representatives, anyone may be called by the tender committee members, to pick up a slip and then read out loud the name of the selected bidder and also show the slip to everyone.
- 5) In the same way the lottery process will be conducted for the next zone in ascending order.
- 6) Suppose, if a bidder was L1 in Zone 1 and Zone 2, and suppose his name was selected after the lottery process conducted for Zone 1, then that bidder will be finalized for Zone 1, and thereafter his slip will be removed from the lottery process of Zone 2. In other words, if a bidder is selected for one zone, henceforth he will not be eligible to participate in the lottery process of the next zone.
- 7) After being selected by the lottery process, the bidder has to give the letter of acceptance (mentioning the zone no. and L1 rate) instantly to the tender committee.
- 8) After the conclusion of the lottery process, all the bidders have to inscribe their signatures on a note that states that the bidders are fully satisfied with the conduction of the lottery process.
- 9) The whole lottery process will be video recorded.

F. Other terms & conditions

1. A certificate in the format mentioned in Section 65B in The Indian Evidence Act, 1872 is necessarily given to District Election Office, otherwise, no payment would be made.
2. The bidder has to ensure that the IT system is duly following the IT Act of the Government of India and all provisions of cyber security issued by ECI.

3. The successful bidder has to maintain the secrecy of the complete work and in case of breach of secrecy appropriate legal action will be initiated against the successful bidder.
4. The successful bidder should follow the guideline of Election Commission of India for poll day webcasting.

PROCEDURE TO PARTICIPATE IN ONLINE BIDDING E-PROCUREMENT

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ Bidder. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.
Bidder not regisertered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.
 - a. To log on to the portal the Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
 - c. Bidder exempted from payment of EMD will be able to participate in the tender

directly by uploading documentary evidences towards his eligibility for such exemption.

d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.4. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate Bid Security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.5. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.6. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria.
- 1.7. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, <https://ceoorissa.nic.in>, <https://odisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

1.7.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to refer to the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

2. **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:** The Bidder shall furnish, as part of his Bid in shape of Bid security Declaration as mentioned in the Contract Data. Non-submission of bid security declaration within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

2.2 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Earnest Money Deposit. The process of using e-payment gateway is mentioned in the **“Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids”**

3. **FORMAT AND SIGNING OF BID:** (Logging to the Portal)-The Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user’s DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he

clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, he will be debarred from tendering for a period of 180 days.

SUBMISSION OF BIDS:-

3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid.

3.4. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

3.5. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column.

3.6. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

3.7. Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

3.8. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

3.9. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.

3.10. The system shall require all the mandatory forms and fields filled up by the Bidder during the process of submission of the bid/ tender.

3.11. The bidder should check the system generated confirmation statement on the status of the submission.

3.12. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

- 3.13. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.14. The Bidder is required to upload documents related to his eligibility criteria and qualification information.
- 3.15. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.16. The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, he will be debarred from tendering for a period of 180 days and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the Bidder during the process of submission of the bid/tender.
- 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

- 5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS :

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS:

- 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS:

- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only

will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid opener's private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Bidders are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical

Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder.

8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.

Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of tender will be announced.

8.7.5 The Financial bid of the bidders shall be opened one by one by the designated officers.

The system shall auto-generate the Comparative statement.

- 8.7.6 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.7 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.8 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of CEO, Odisha.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the CEO, Odisha at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. CEO, Odisha shall notify acceptance of the work prior to expiry of the validity period by e-mail / registered Post. This letter of Acceptance will state the sum that the CEO, Odisha will pay the Bidder in consideration of execution and completion of the works by the Bidder as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Bidder after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the Bidder. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be

cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- a. If the registration Certificate of the Bidder is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- b. The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned Bidder who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
 - i. Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - iii. Fails to execute the agreement within the stipulated date.
 - iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

PROCEDURE FOR ELECTRONIC RECEIPT, ACCOUNTING AND REPORTING OF COST OF TENDER PAPER AND EARNEST MONEY DEPOSIT ON SUBMISSION OF BIDS

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>"
2. It will be carried out through a single banking transaction by the bidder for multiple

payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**. Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders. Reporting and accounting of the e-receipts will be made from a single source.

3. Only those bidders who successfully remit their **Cost of Tender Paper on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Procedures of bid submission :

a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department Office Memorandum No.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost:** Then the bidders have to select and submit the bank name as available in the payment options

i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

• Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

5. Settlement of Cost of Tender Paper;

Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, ~~EMD~~ to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

6. Settlement of Earnest Money Deposit on submission of bids:

a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids to**

respective bidders accounts as per direction received from TIA through e-procurement system.

14. Exit Clause

Before the end of the contract and after the completion of the polling day event within 7 days in each case, the bidder has to hand over the following:

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

ANNEXURE 1: CHECKLIST

Bid Reference: Request for Proposals (RFP) for the Selection of an Agency to Provide Live Streaming of Polling Stations during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024 in the State of Odisha.

1. Bidders detail with reference to the PQ/Eligibility Criteria clause

The following are the particulars of our organization:

Sr. No.	Description	Details (to be filled by the bidder)
1.	Name of the company	
2.	Official address	
3.	Phone No.	
4.	Corporate Headquarters Address	
5.	Phone No.	
6.	Email IDs	
7.	Website Address	
8.	Details of Company's Registration (Please enclose a copy of the company's registration document)	
9.	Name of the Registration Authority	
10.	Registration Number and Year of Registration	
11.	GST Registration No.	
12.	Permanent Account Number (PAN)	
13.	Name and address of the Banker	
14.	Mention the Zone Number(s) for which the Bid is being submitted	

Note: Separate sheets may be attached wherever necessary

2. Annual Turnover for the last 3 Financial Years with reference to the PQ/Eligibility Criteria Clause

Financial Year	Total Average Annual Turnover in Rupees
2019-20	
2020-21	
2021-22	
Copy of audited Balance Sheets & CA Certificate is attached on Page No.....	

3. Bidder's Net worth with reference to the PQ/Eligibility Criteria Clause

Financial Year	Net worth
2019-20,2020-21, 2021-22	
CA certificate attached on Page No.....	

4. Detail of Bidder's experience with reference to the PQ/Eligibility Criteria

Sl.No.	Project Name	Name of concerned Govt. Agency/ Department/ Government Agencies/ Govt. aided agencies	Total Project/ contract Value in Rs.	Contract Award Date and Work Completion Date	Relevant Certificates enclosed on Page No. of the PQ Bid
1					
2					
3					

Note: Extra sheets may be attached.

5. Registration

Registrations	Copies of relevant Registrations
The Bidder should have a valid PAN and GST registration	As per the standard format
Copies of PAN and GST registration are attached on Page No.....	

6. Not Blacklisted

Not blacklisted	Certificate
The Bidder should not be blacklisted	As per the standard format (Annexure-3)
The Certificate is attached on Page No.....	

7. Self-Declaration of Stock of No. of Cameras

Stock of Cameras	Certificate
The Bidder should have sufficient stock	As per the standard format
The Certificate is attached on Page No.....	

ANNEXURE 2: COVERING LETTER FOR THE TECHNICAL PROPOSAL

To,
The Chief Electoral Officer,
Office of the Chief Electoral Officer, Odisha,
Behind Lok Seva Bhawan, Unit-V,
Bhubaneswar-751001

Sub.: Selection of an Agency to Provide Live Streaming of Polling Stations during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024 in the State of Odisha.

Dear Sir,

Having examined the tender document, we, the undersigned, offer to provide the Professional services as required and outlined in the Selection of an Agency to Provide Live Streaming of Polling Stations during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024 in the State of Odisha. To meet such requirements and provide such services as required and are set out in the tender document. We attach hereto the tender technical response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, that we will adhere to the implementation plan (Project schedule for providing the proposed project put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and the CEO, Odisha, or its appointed representatives).

We agree to the unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response during the validity of the Bid. It shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the CEO, Odisha.

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents delivered or to be delivered to CEO, Odisha is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead CEO, Odisha as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in an absolute sense to reject all or any of the products/services specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of the bidder

Witness Signature:

Witness Name:

Witness Address:

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Designation		
Company Address		
Phone		
Mobile		
E-mail		

ANNEXURE 3: DECLARATION FOR NOT BEING BLACKLISTED

To

The Chief Electoral Officer,
Office of the Chief Electoral Officer, Odisha,
Behind Lok Seva Bhawan, Unit-V,
Bhubaneswar-751001

Sub.: Self-declaration for not being blacklisted.

Dear Sir,

In response to the above-mentioned Tender I / We, _____, as _____ <Designation> __ of M/s _____, hereby declare that our Company / Firm _____ is having an unblemished record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt/fraudulent or any other unethical business practices.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal& Sign]

[Business Address]

ANNEXURE 4: PRE-BID QUERIES FORMAT

Pre-Bid Queries				
Bidder's Name: _____				
S. No	RFP Page No.	Clause No.	Current Clause /Requirement Description	Query/ Suggestion for Change
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

ANNEXURE 5: NON-DISCLOSURE AGREEMENT

To
The Chief Electoral Officer,
Office of the Chief Electoral Officer, Odisha,
Behind Lok Seva Bhawan, Unit-V,
Bhubaneswar-751001

Sir,

Sub: Non-disclosure agreement.

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, 2024 (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, 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/ RO 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/ RO.
 - 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/ RO.
 - 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:
- 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 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 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 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: _____

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.

ANNEXURE 6: TECHNICAL SPECIFICATIONS & COMPLIANCE OF THE IP HD CAMERA & TV

(Check as per the latest guidelines)

I. Specifications for IP HD Camera for webcasting and recording

Description	Details	Compliance Yes/No
During Polling	IP HD camera for webcasting and recording	
	The facility of local recording	
	Minimum 3-megapixel camera resolution	
	Night vision capability	
	Wide angle with 30 / 170 degrees coverage	
	The Capability of 10x zooming	
	Minimum illumination of 0.05 lux	
	The Camera should support a 16-4096 kbps code rate	
	The Camera should support s constant bit rate / variable frame rate of up to 30 fps	
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction,	
	The display to be supported is 1920*1080	

II. Specifications for 42-inch LED TV:

S.N.	Descriptions	Compliance Yes/No
1.	42-inch LED display with floor stand /Slanting stand for daiswith The following accessories: 15-meter HDMI & C-Video cable Should have the following inputs (S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output Should come with remote control	

III. Specifications for High Speed Internet Connectivity:

S.N.	Description	Compliance
1.	Internet connectivity with minimum speed is required for uninterrupted clear web streaming from a reputed service provider with good coverage at polling stations.	

ANNEXURE 7: VERIFICATION OF THE VENDOR WORKS BY THE DEOS

(a) For the IP HD Cameras for at the Polling Stations:

Sr. No.	District	AC No. and Name	Total PS (where Webcasting has done)	Total PS (Only Recording in Net Shadow area)	Total PS where IP HD cameras installed	Remarks (If any)

(b) For the Manpower deployed at the Polling Stations:

Sr. No.	District	AC No. and Name	Total PS where Webcasting was actually performed	Total Number of Manpower deployed at PS	Remarks (If any)

(c) For the TVs installed and Manpower deployed at the RO/DEO:

Sr. No.	District	Total AC	Total TVs installed at RO	Total Manpower deployed at the RO level	Total TVs installed at DEO	Total Manpower deployed at the DEO level	Remarks (If any)

ANNEXURE 8: FINANCIAL BID FOR ZONE NO.1

- Financial bid documents to be submitted separately in pdf format (second packet).

ANNEXURE 9: FINANCIAL BID FOR ZONE NO.2

- Financial bid documents to be submitted separately in pdf format (second packet).

ANNEXURE 10: FINANCIAL BID FOR ZONE NO.3

- Financial bid documents to be submitted separately in pdf format (second packet).

ANNEXURE 11: FINANCIAL BID FOR ZONE NO.4

- Financial bid documents to be submitted separately in pdf format (second packet).

ANNEXURE 12: FINANCIAL BID FOR ZONE NO.5

- Financial bid documents to be submitted separately in pdf format (second packet).

ANNEXURE 13: FINANCIAL BID FOR ZONE NO.6

- Financial bid documents to be submitted separately in pdf format (second packet).

Financial Bid Notes: (Applicable for all Six Zones)

- (d) The Rates shall be exclusive of GST, which shall be payable extra as per the prevailing rates, but inclusive of all other taxes & duties, rates, related accessories, Driver Software, Operating Manuals, Forwarding, Freight, Installation charges, etc. at sites.
- (ii) Part A of the financial bid includes charges for carrying out web streaming/recording, viewing, CCTV & other services mentioned in the RFP for polling events at the polling station.
- (iii) The above quantities are indicative quantities for bid evaluation purposes. The actual quantity would be the quantity as per the quantity defined in the RFP.
- (iv) The unit cost of the camera (X) includes all the work as mentioned in the RFP (which includes, camera, software, streaming, TV, Internet, Backup, help desk, and allied activities). However, this does not include the cost of manpower being deployed in the field, which is being asked under the heading manpower(Y).
- (v) While the grand total (D above) is used for the calculation of the lowest bidder the respective unit rates would be the applicable rate as per the actual quantity.
- (vi) The aforesaid calculation and the location mentioned in the financial bid are only to arrive at the L1 bidder. The actual number of locations would be as per the actual number of locations under clause 3 (scope of work) mentioned in the RFP.
- (vii) While the grand total above is for financial bid calculation purposes, the unit rates as quoted by the selected bidder would be the final applicable rates.

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place]
[Date and Time] [Seal
& Sign] [Business
Address]

ANNEXURE 14: CA CERTIFICATE FORMAT FOR RELATED TURNOVER (INDICATIVE)

To
The Chief Electoral Officer,
Office of the Chief Electoral Officer, Odisha,
Behind Lok Seva Bhawan, Unit-V,
Bhubaneswar-751001

Sub: Certificate regarding Turnover in India in the 3 financial years of 2019-20, 2020-21 and 2021-22.

Dear Sir,

We have examined the books of account and other relevant records of <<**Bidder's Name & Registered Address**>> based on such examination and according to the information and explanation given to us, and best of our knowledge and belief, we hereby certify the details given below:

S#	Financial Year	Annual Turnover in India
01	2019-20	
02	2020-21	
03	2021-22	
	Total	
	Average Turnover of these three F/Y	

For and on behalf of

(Chartered Accountants)

Firm Registration No

Membership No.....

UDIN No.....

Place.....

Date:.....

ANNEXURE 15: FORMAT OF THE PERFORMANCE BANK GUARANTEE (PBG)

To

The Chief Electoral Officer,
Office of the Chief Electoral Officer, Odisha,
Behind Lok Seva Bhawan, Unit-V,
Bhubaneswar-751001

Sub: Performance bank Guarantee for Selection of Agencies to Provide Live Streaming of Polling Stations of Poll Day proceeding from each Polling Stations during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024

(RFP No:)

Dear Sir,

WHEREAS

M/s. (name of the bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Hereinafter, referred to as "Contract") with you (Chief Electoral Officer, Odisha) for Providing Live Streaming of Polling Stations of Poll Day proceeding from 60% of Polling Stations during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024 in the State of Odisha. We are aware of the fact that as per the terms of the contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable bank guarantee of the amount 10% of (work order value) in favour of ACEO-cum-Under Secretary to Government, Home (Elections) Department, Odisha, Bhubaneswar for an amount << >> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount << >>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall remain valid during the entire engagement period (1 Year) plus an additional 3 Months (i.e. 1 Year and 3 Months from the start of the contract period), subject to the terms and conditions in the said contract.

We bind ourselves to pay the above-said amount at any point of time from the contract start until the completion of the period i.e. (1 Year) + 3 Months

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand the payment of the above-said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against the CEO, Odisha, and other Concerned Government Departments of Odisha.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, registered post, or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee at the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<. >> and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by an express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed the amount INR <<. >>

The PBG shall remain valid during the entire contract period (1 Year) plus an additional 3 Months (i.e. 1 Year and 3 Months from the start of the contract period), and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e.1 Year and 3 Months from the start of the contract period for providing Live Streaming of Polling Stations during the General Election to Lok Sabha & Odisha Legislative Assembly, 2024 in the State of Odisha. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhubaneswar (Odisha) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day2024.

Yours faithfully,
For and on behalf of the
Bank,

(Signature)
Designation
(Address of the Bank)

Note:
This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.