

**NOTICE INVITING e-TENDER FOR
PRINTING & SUPPLY OF VOTING COMPARTMENTS FOR
SIMULTANEOUS GENERAL ELECTIONS 2024, ODISHA**

e-TENDER NO.EC-CON-COE-0065-2023/153/Elec. Dated 04.01.2024



**CHIEF ELECTORAL OFFICER
ODISHA**

Issued By:

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

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1. Introduction & Background

This e-TENDER is issued by the Chief Electoral Officer, Odisha, Home (Elections) Department, Government of Odisha, Unit 5, Behind Lok Seva Bhavan, Bhubaneswar, Odisha – 751001, hereinafter referred to as CEO, Odisha, for inviting online proposals from reputed firms having experience of manufacturing & printing & supply of corrugated plastic/flex sheets, having capacity and capabilities to supply required number of Voting Compartments and related accessories with prescribed specifications within the stipulated time.

2. Timelines for this Bid

The time schedule for various activities flowing from the issue of this e-TENDER shall be as given below:

1	e-TENDER Reference No	EC-CON-COE-0065-2023...../Elec. Dated
2	Date of issue of e-TENDER	05.01.2024 (Friday)
3	Last Date of receiving Bids	20.01.2024 (Up-to 3.30 P.M.) (Saturday)
4	Last date of receiving Sample voting Compartment along with the product specification	20.01.2024 (Up-to 3.30 P.M.) (Saturday)
5	Date and time for opening Technical Bid	22.01.2024 (11.00 A.M.) (Monday)
6	Date and time for opening Financial Bid	29.01.2024 (11.00 A.M.) (Monday)
7	e-Tender Document Fee(Non-Refundable)	Rs.10,000/- (Rupees Ten Thousand only)online payment through the e-procurement portal https://tendersodisha.gov.in
8	EMD (Refundable)	Rs. 5,00,000/- (Rupees Five Lakh only) online payment through the e-procurement portal https://tendersodisha.gov.in
9	Address of Bid Inviting Authority	Chief Electoral Officer, Home (Elections) Department, Government of Odisha, Unit -5, Behind Lok Seva Bhavan, Bhubaneswar, Odisha – 751001 Phone: 0674-2536639 e-mail address: ceoorissa@gmail.com (Incase of any clarifications, please mention as subject line “Query for e-TENDER for Printing & Supply of Voting Compartments” in e-mails)

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 not 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 Corrigendum/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).

3. Preparation and Submission of Proposal

1. Completeness of Bids:

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

2. 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.

3. 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>

4. 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 "**Onlinebidder 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 as well as CEO office, Odisha.
- 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 website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

5. SEARCHING FOR e-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 e-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/e-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 e-tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each e-tender, in case they want to obtain any clarification/help from the e-Tender Helpdesk.

6. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the e-tender document before submitting their bids.
- 2) Please go through the e-tender advertisement and the e-tender document carefully to understand the documents required to be submitted as part of the bid. 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 e-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.

7. 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 e-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 e-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 e-tender documents become readable only after the e-tender opening by the authorized bid openers.
- 6) The uploaded e-tender documents become readable only after the e-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.

8. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the e-tender document and the terms and conditions contained therein should be addressed to the e-Tender Inviting Authority for a e-tender or the relevant contact person indicated in the e-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 e-TENDERS Portal e-Tender Helpdesk.

9. 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 (Annexure-7) 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.

4. Scope of Work

The successful bidder will provide standardised Voting Compartments for polling stations to the Chief Electoral Officer, Odisha.

The process of printing and distribution of the Voting Compartments will broadly involve the following three steps:

- (1) Procurement of corrugated plastics as specified in details by the Election Commission of India (ECI) and printing on them with relevant design and colour for the required Voting Compartments. The compartment should be sturdy enough to stand properly on the table for which suitable thickness of the corrugated plastics to be used.
- (2) Delivery of the printed Voting Compartments to be distributed for the Chief Electoral Officer, Odisha at five zones/locations namely Bhubaneswar, Sambalpur, Balasore, Ganjam and Bhawanipatna. The details pertaining to locations and the quantity of delivery shall be notified to the successful bidder.
- (3) The printed Voting Compartments must be packed polling-station wise and zone-wise as given in Point 2 above. The packing of the voting compartments shall be done with material which is fully secured and in such a manner so that they are fully protected against fire, rain etc. and is subject to such directions and instructions as may be issued by the Chief Electoral Officer, Odisha from time to time.

Stipulated time for completion of the work: Allocated volume of the work including transportation and delivery of the Voting Compartments to the Chief Electoral Officer, Odisha (at the notified zones) shall be completed by the successful bidder within **fifteen** days from the date of issuance of work order.

The successful bidder shall keep informed the Chief Electoral Officer, Odisha of the progress on Voting compartments printing, packaging, dispatch, delivery details on every alternate days.

Description of voting compartments along with the accessories:

S/N	Description	
1	Thickness of Sheet	4 mm
2	Ply	3 Ply
3	Colour	Steel Grey
4	Transparency	Opaque
5	Flute Per Inch	4 to 6 Portrait
6	Material	Virgin Poly Propylene
7	GSM (Minimum)	650 GSM
8	Printing	On Three Sides (only outer sides of the voting compartment) with Colour Logo

Specification for the Voting Compartments:

- A. The voting compartment shall be in three folds, each fold having dimension of
 - i. 24”X24”X30” (Length X Width X Height). (For One BU): 30500 pieces.
 - ii. 24”X36”X30” (Length X Width X Height). (For Two BU):5000 pieces.
 - iii. 24”X48”X30” (Length X Width X Height).(For Three BU): Based on Requirement, if any.
 - iv. 24”X60”X30” (Length X Width X Height).(For Four BU): Based on Requirement, if any.
 Illustration of the voting compartment may be seen in the CEO Office.
- B. The voting compartments shall be made only of corrugated plastic sheet (flex-board) of steel grey colour, which is opaque and reusable.
- C. All the three sides of the Voting Compartments shall be printed as mentioned at **Annexure-A**
- D. The Voting Compartments should have the provision to route the interconnecting cables of Ballot Units/VVPATs in the manner as shown in **Annexure B**.
- E. The stability of the Voting Compartments has to be ensured by the successful bidder.
- F. Details of Accessories to be provided with the Voting Compartment:
 - a. Two Piece Plastic 'L' type corners for support of standing the voting compartment on the table.

- b. Packing of Voting Compartment: 30 Nos. in a PVC bag
- c. Packing of Accessories: 60 Nos. per Box (Accessories) packed in Corrugated Box

Specifications for Printing:

- i. All the three sides of the Voting Compartments shall be printed as mentioned at **Annexure-A**

Voting Compartment–Dimensions & Cascading of Ballot Units
SELF-ADHESIVE STICKERS-THREE SIDES



भारत निर्वाचन आयोग
मतदान कम्पार्टमेंट

ELECTION COMMISSION OF INDIA
VOTING COMPARTMENT

Name of Election:

Name of State/UT:

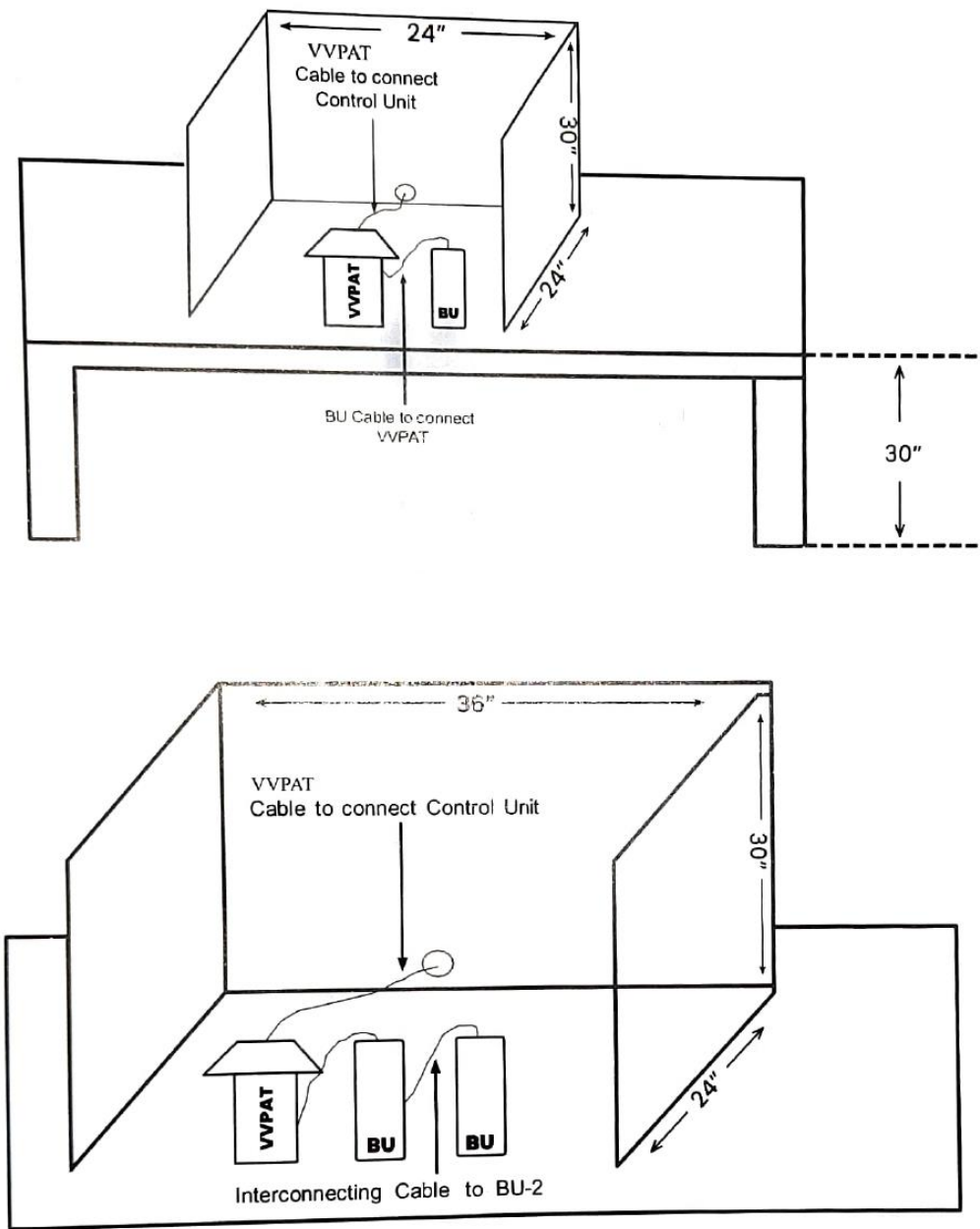
AC/PC No. and Name:

Date of Poll:

Polling Station No. and Name :

Note : The font and size printed on the stickers shall be clearly legible and readable.

Annexure- B



CASCADING OF TWO BALLOT UNITS

5. Eligibility Criteria

In order to participate in this bid, the interested bidder has to meet the following criteria:

S/N	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	The bidder must be a Company registered in India under the Companies Act 1956, with relevant business experience in manufacturing/ supply of corrugated plastic sheet/ Flex board, printing & packaging. It may be noted that bidder should be a single entity and no consortium of bidders shall be allowed.	i. Certificate(s) of Company incorporation ii. Valid Registration Certificate on the date of submission of bid iii. GST registration Certificate iv. Copy of PAN
2	Bidder's Turnover from Business of manufacturing/supplier corrugated plastic sheet/ Flex board /printing & packaging.	The annual turnover of the Bidders / manufactures from manufacture and supply of corrugated plastic sheet/ Flex board /printing & packaging should be minimum Rs. 1 Crore during at least one of the last three financial years i.e. 2019-20, 2020-21, 2021-22 and it should be minimum Rs.50,00,000/- (Rupees Fifty Lakh) during each of the last three financial years as stated above. Bidders should be profit-making with positive net-worth for the above three financial years.	Bidders need to certify their Turnover under the relevant categories mentioned, Net Profit and Net-worth for each of these three financial years clearly from a Chartered Accountant (CA).
3	Experience of manufacture/supplier of Corrugated plastic sheets/ Flex board	The bidder must have manufactured/supplied at least 50,000 corrugated plastic sheets/flex-board in a single year totaling to maximum of 5 orders, at least during any one of the last three financial years i.e. 2019-20, 2020-21, 2021-22.	Bidder should submit the following: i. Project completion certificate from the Client. ii. PO / Work Order issued by the client. iii. Certificate of clients for on-going Projects, if any
4	Bidders Printing Capacity (own)	The bidder shall have experience of printing of personalized corrugated plastic sheets/ flex-boards/ similar items with an installed capacity in India of minimum 15,000 units per day.	A self-declaration in this regard by an Authorized Signatory

4 (A)	Bidders Printing Capacity (own)	The bidder shall NOT have committed supply of similar items in the same time frame to any other party amounting to a quantity that is 50% or more than the bidder's installed capacity.	A self-declaration in this regard by an Authorized Signatory
5	Authorized Representative from bidder (Power of Attorney)	A power of attorney /Board resolution in the name of the person signing the bid.	Original power of attorney /Board resolution copy in the name of the signatory of the bid.
6	Earnest Money Deposit (EMD) (Refundable)	The bidders should furnish as Earnest Money Deposit (EMD) Rs. 5,00,000/- (Rupees Five Lakh only) online through the e-procurement portal https://tendersodisha.gov.in .	Attach the original Demand Draft
7	Blacklisting	The bidder should not have been blacklisted by any Government or semi-government organization, or under a declaration of ineligibility for corrupt or fraudulent practices as on date of bid submission.	A self-declaration in this regard by an Authorized Signatory on the firm/company's Letter Head.
8	Sample Voting Compartment	The Bidder shall provide one sample Voting Compartment in three folds, with dimension of 24"X24"X30" (Length X Width X Height) and 24"X36"X30" (Length X Width X Height) each. The voting compartments shall be made only of corrugated plastic sheet (flex-board) of steel grey colour, which is opaque and reusable. All the three sides of the Voting Compartments shall be printed as mentioned at Annexure-A . The Voting Compartments should have the provision to route the interconnecting cables of Ballot Units/VVPATs in the manner shown in Annexure B . The stability of the Voting Compartments has to be ensured by the bidder.	The sample Voting Compartment must bear quality of the offered stock, stamped and signature of the bidder. Sample of Voting Compartment should be submitted in this Department by 20.01.2024 (3.30 PM)

NB:

The Chief Electoral Officer, Odisha at its sole discretion shall conduct physical verification of the sample Voting Compartments provided by the bidder. The Chief Electoral Officer, Odisha reserves the right to disqualify a bidder who does not satisfy any of the above eligibility criteria and the Chief Electoral Officer, Odisha's decision in this regard will be final.

6. General Instructions

- The bidders are requested to go through the instructions, eligibility criteria and technical specifications given in the e-TENDER. Failure to furnish all required information duly indexed and page numbered will be at the bidder's risk and may result in the rejection of the bid proposal.
- Each page of the bid document should be signed by the authorized signatory and seal of the company should be affixed below it as a token of confirmation that the e-tender document has been read, understood and all terms and condition accepted.

7. Amendments to the e-Tender

- Before the last date of the receipt of the proposals, the Chief Electoral Officer, Odisha may amend any of the e-TENDER conditions or may add new e-TENDER condition(s) or delete existing e-TENDER condition(s) as may be desired or wherever Chief Electoral Officer, Odisha feels that such an amendment/addition/deletion is absolutely necessary. Any such amendment/addition/deletion to the e-TENDER conditions will be put on the website <https://tendersodisha.gov.in> & www.ceoorissa.nic.in.
- The Chief Electoral Officer, Odisha, at its discretion, may or may not extend the due date and time for the submission of bid documents on account of the amendments.

8. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid proposal including sample Voting Compartment. The Chief Electoral Officer, Odisha will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-TENDER.

9. Earnest money deposit (EMD) (Refundable)

The proposal should be submitted with an EMD as follows:

- a) The Bidder shall furnish an EMD amounting to Rs.5,00,000/- (Rupees Five Lakh) only 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 e-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/automatically 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-08**.
- 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.

10. Bid Evaluation Mechanism

The Chief Electoral Officer, Odisha shall constitute an evaluation committee to evaluate bids and manage the entire bidding process.

The evaluation mechanism will be cost based and the bid shall be awarded to the bidder with the least quoted price (L1 rate) which includes cost of Voting Compartment (Corrugated plastic sheet/flex board), personalized printing, packaging, transportation and all prevailing taxes, duties, surcharges, levies. Labour charges etc. The L1 rate would be arrived at by considering the lowest price.

The financial bid of only those bidders will be opened who qualify eligibility criteria and comply with the main terms and conditions.

- As per the **Annexure 7** "Format for Financial Bid" Rate per Voting Compartment quoted by all the eligible bidders for each of the Category/Deliverables will be ranked in ascending order. The lowest being the first and so on.
- The lowest rate quoted for each of the Category/Deliverables will be taken as the L1 rate respectively.
- The L1 rate for each of the categories of Voting Compartment as per **Annexure 7** – "format of Financial Bid" shall be finalized separately for each category/Deliverables as specified at the respective serial number.
Explanation: The evaluation for L1 bidder for category of Voting Compartment at serial number 1 shall be independent of evaluation of L1 bidder for category of Voting Compartment at serial number 2, or 3 or 4, as the case may be.
- No conditional rate will be accepted.
- Bidder, while calculating the taxes etc, has to refer to the prevailing rates decided by the Competent Authority. Any deviation of the tax etc. quoted will be bidder's responsibility.

11. Award of work

- (A) The L1 bidder for each of the Categories/Deliverables as indicated at serial number 1 to 4 of Annexure 7 – “Format for Financial Bid” will be awarded the work of printing and supply of Voting Compartments separately. However, notwithstanding anything stated above, the Chief Electoral Officer, Odisha reserves the right to award the work to more than one bidder at the L1 rate, to any of the qualified bidders, if it deems it to be so necessary and may split the work among them in a manner as may seem appropriate to it. The total volume of Voting Compartments to be printed and delivered will be intimated at the time of issuing the work order(s).
- (B) The CEO Odisha reserves the right to **(a)** reject the L1 bidder in case the bidder has committed supply of similar items to any other party in the same time frame amounting to a quantity that is 50% or more than the bidder’s installed capacity; and **(b)** issue the supply order in favour of L2 or any other bidder (in preferential order of lower quotes), at the negotiated price of the L1 bid, whoever has not made commitment of supply of similar items to any other party in the same time frame amounting to a quantity that is 50% or more than the bidder’s installed capacity, **in case such a situation as described in “(a)” above occurs.** The word “Time Frame” Here would imply the period starting from the date of issue of this e-TENDER advertisement till 20.01.2024.

12. Tenure of the Contract

The contract shall be valid for 12 (twelve) months from the date of signing the contract. The price quoted by the bidder shall remain valid for this entire contract period. In case of change of tax rate etc. the prevailing tax rate shall be applicable. However, notwithstanding anything stated herein, the Chief Electoral Officer, Odisha reserves the right to terminate the contract at any point of time during the contract period without prior notice if they found the performance of services and quality of deliverables not satisfactory.

13. 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.

14. Procedure, Terms and Conditions

- The bidder should submit the proposal only in the e-TENDER Form downloaded from the website <https://tendersodisha.gov.in>. As a token of acceptance of the e-TENDER conditions, each page of the e-tender document should be duly signed with company's seal affixed below the signatures. Any condition put forth by the bidder other than the conditions mentioned by inthe e-TENDER notice will be treated as null and void, conditional and shall be summarily rejected.
- The authorized signatory signing the bid proposal shall enclose the authorization letter from the competent authority of the company, authorizing him to sign the bid on behalf of the bidder.
- The bid proposals specifying additional conditions or proposing modification to the e-TENDER conditions will be treated as conditional and summarilyrejected.
- Chief Electoral Officer, Odisha reserves the right to reject any bid proposal without assigning any reasons thereof, and the same shall not be questioned on any ground, whatsoever.
- Sub-contracting of the awarded work will amount to a breach of the contract.
- Time is the essence of the contract. The Chief Electoral Officer, Odisha reserves the right to cancel the order placed on any bidder and assign the work to anyone else at the risk and cost of the aforesaid bidder in case of delay, non-compliance to specifications or any other valid reason.
- The bidder has to comply the instructions of the ECI as mentioned in the scope of work of this e-TENDER, any diversion of design, specifications shall not be accepted and supplies on this account will be rejected.
- All bidders shall submit the one sample of each Voting Compartment made of corrugated plastic sheet (flex-board) with Technical Bid. Each sample must bear quality of the offered stock, stamped and signature of the bidder.
- No conditional e-tender shall be considered.

15. Performance Bank Guarantee Deposit

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-8). If the Security Deposit is not paid within time specified, the Earnest Money Deposit submitted by the bidder shall be forfeited. In such case, the Chief Electoral Officer, Odisha shall be entitled to get the work executed from elsewhere and recover the consequential loss sustained from the bidder due to getting the work executed either by other bidder or by a bidder selected through the process of re-tendering.

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.

16. Terms of Payment

The payments in respect of the work executed, shall be made as follows:

- The selected bidder will be required to submit the invoice along with evidence of the officially completed work, post completion of the assignments successfully, as per the agreement.
- The payment will be considered only after completion of full work contained in a given work order subject to the approval of the Chief Electoral Officer, Odisha, Govt. of Odisha.
- No advance payment will be made.
- No payment shall be made for faulty Voter Compartment which is not as per the quality and specification mentioned in the scope of work of this e-TENDER. The bidder shall be liable to replace such faulty items free of cost.
- No additional cost shall be paid over and above the rates quoted. Bidders shall factor all additional costs, if any in the quoted rates in the Financial Bid.

17. Taxes and Duties

The price quoted will be inclusive of all kinds of taxes, duties, surcharges and levies etc. TDS would be deducted as per dictates of statutory requirement.

18. Penalty Clause

- In the event of failure of supply of Voting Compartments, the difference of excess of cost thus incurred on alternative arrangements will be recovered from the bidder in a suitable manner, and may be deducted from his pending bills, earnest money or security whichever is available. Delay in meeting the timelines, beyond the due date of delivery, will invite a penalty of Rs 25,000 per day. If the delay is of more than 7 days, then the work may be withdrawn and got executed through other bidder (s) at the risk and expense of the defaulting bidder.
- The defected/rejected/sub-standard supplies will be replaced by the bidder within 7 days at his cost and risk. If the bidder fails to replace the defective Voter Compartments within a reasonable period, the Chief Electoral Officer, Odisha may proceed to take such remedial actions as may be necessary, at the bidder's risk and expenses.

19. Termination for Insolvency

The Chief Electoral Officer, Odisha may at any time terminate the work awarded by giving a written notice to the bidder, if the bidder becomes insolvent and bankrupt at any time during the course of the contract. Termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Chief Electoral Officer, Odisha.

20. Right to terminate the process

The CEO, Odisha reserves the right to accept or reject any e-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.

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.

22. 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.

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.

23. Warranty of quality and quantity of Voter Compartment supplied

The successful bidder shall warrant that the Voter Compartments are manufactured and printed as per specifications mentioned in the e-TENDER, conform to the specified design and there are no defects / deviation that may affect the usage of it during the election by the voters.

Upon receipt of notice from the Chief Electoral Officer, Odisha for defective material, the successful bidder shall, within 7 days of receipt of the notice, replace the defective Voting compartment, free of cost. The bidder shall take over the defective Voting compartment at the time of their replacement at their own cost; else such Voting Compartments are liable to be disposed of. No claim whatsoever shall lie on the Chief Electoral Officer, Odisha for the replaced Voting compartment thereafter.

24. Force Majeure

Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 7 days of its occurrence, informs the other party in writing.

Force Majeure shall mean fires, floods, natural disaster or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations of the parties shall automatically revive upon the cessation of the intervening force majeure event. The period within the rights and obligations of the parties under suspension due to the force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract.

Notwithstanding the provisions of the immediately foregoing clauses, it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period of exceeding 1 (one) month, either party hereto reserves the right to terminate this contract by prior written notice of 7 (seven) days to the other party of the intention to terminate the same without any liability other than reimbursement on the terms provided in this agreement for goods received.

25. 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.

Sd/-

Chief Electoral Officer, Odisha,
Home (Elections) Department, Government of
Odisha, Unit-5, Behind Lok Seva Bhavan,
Bhubaneswar, Odisha – 751001

ANNEXURE 1: Format for submission of Proposal

AUTHORIZATION LETTER

To
Chief Electoral Officer, Odisha,
Home (Elections) Department,
Government of Odisha, Unit-5,
Behind Lok Seva Bhavan, Bhubaneswar,
Odisha – 751001

Subject: Authorization letter for signing the bid proposal and representing the
BidderReference: e-TENDER. NO.Dated.....

Sir,

Kindly refer to your e-TENDER NO.....Dated..... asking for submission of bid proposals for executing the work relating to **'Printing & Supply of Voting Compartments for Simultaneous General Elections-2024, Odisha'**. In this matter it is submitted that Mr/Ms... is hereby authorized to sign the bid proposals (Technical Bid, Financial Bid and other documents) on behalf of our organization. He/ She is also authorized to represent and take decision on behalf of our organization in all proceedings relating to the e-TENDER under reference. A photocopy of the Power of Attorney vesting such authority in the name of Mr/ Ms..... is enclosed herewith.

Signature is attested below

Specimen signature of the

representativeSignature of MD

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 for printing and supply of Voting Compartments for Simultaneous General Elections, 2024, Odisha.

Dear Sir,

Having examined the e-tender document, we, the undersigned, offer to provide the Professional services as required and outlined in the Selection of an Agency for printing and supply of Voting Compartments for Simultaneous General Elections, 2024, Odisha. To meet such requirements and provide such services as required and are set out in the e-tender document. We attach hereto the e-tender technical response as required by the e-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 e-Tender document 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 e-tender document and also agree to abide by this e-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 e-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 e-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 e-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		

S/N	Description	
1	Thickness of Sheet	4 mm
2	Ply	3 Ply
3	Colour	Steel Grey
4	Transparency	Opaque
5	Flute Per Inch	4 to 6 Portrait
6	Material	Virgin Poly Propylene
7	GSM (Minimum)	650 GSM
8	Printing	On Three Sides (only outer sides of the voting compartment) with Colour Logo

Note: Detail specification of the Voting Compartments are given at Page-8, 9, & 10.

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 e-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: Compliance sheet for Eligibility Criteria

S/N	Basic Requirement	Specific Requirement	Documents Required	Compliance (Yes/No)	Reference & Page No.
1.	Legal Entity	The bidder must be a Company registered in India under the Companies Act 1956, with relevant business experience in manufacturing/supplier corrugated plastic sheet/ Flex board, printing & packaging. It may be noted that bidder should be a single entity and no consortium of bidders shall be allowed.	i. Certificate(s) of Company incorporation ii. Valid Registration Certificate on the date of submission of bid iii. GST registration Certificate iv. Copy of PAN		
2	Bidder's Turnover from Business of manufacturing/ supplier corrugated plastic sheet/ Flex board /printing & packaging.	The annual turnover of the Bidders / manufactures from manufacture and supply of corrugated plastic sheet/ Flex board /printing & packaging should be minimum Rs. 1 Crore during at least one of the last three financial years i.e. 2019-20, 2020-21, 2021-22 and it should be minimum Rs.50,00,000/- (Rupees Fifty Lakh) during each of the last three financial years as stated above. Bidders should be profit-making with positive net-worth for the above three financial years.	Bidders need to certify their Turnover under the relevant categories mentioned, Net Profit and Net-worth for each of these three financial years clearly from a Chartered Accountant (CA).		
3	Experience of manufacture/supply of Corrugated plastic sheets/ Flex board	The bidder must have manufactured/supplied at least 50,000 corrugated plastic sheets/flex-board in a single year totaling to maximum of 5 orders, at least during any one of the last three financial years i.e. 2019-20, 2020-21, 2021-22.	Bidder should submit the following: i. Project completion certificate from the client. ii. PO / Work Order issued by the client. iii. Certificate of clients for on-going Projects.		
4	Bidders Printing Capacity (own)	The bidder shall have experience of printing of personalized corrugated plastic sheets/ flex-boards/ similar items with an installed capacity in India of minimum 15,000 units per day.	A self declaration in this regard by an Authorized Signatory		
4 (A)	Bidders Printing Capacity (own)	The bidder shall NOT have committed supply of similar items in the same time frame to any other party amounting to a quantity that is 50% or more than the bidder's installed capacity	A self-declaration in this regard by an Authorized Signatory		
5	Authorized	A power of attorney /Board resolution	Original power of		

	Representative from bidder (Power of Attorney)	in the name of the person signing the bid.	attorney /Board resolution copy in the name of the signatory of the bid.		
6	Earnest Money Deposit (EMD) (Refundable)	The bidders should furnish as Earnest Money Deposit (EMD) Rs. 5,00,000/- (Rupees Five Lakh only) online through the e-procurement portal https://tendersodisha.gov.in			
7	Blacklisting	The bidder should not have been blacklisted by any Government or semi-government organization, or under a declaration of ineligibility for corrupt or fraudulent practices as on date of bid submission.	A self-declaration in this regard by an Authorized Signatory on the firm/ company's Letter Head.		
8	Sample Voting Compartment	The Bidder shall provide one sample Voting Compartment in three folds, with dimension of 24"X24"X30" (Length X Width X Height). The voting compartments shall be made only of corrugated plastic sheet (flex-board) of steel grey colour, which is opaque and reusable. All the three sides of the Voting Compartments shall be printed as mentioned at Annexure-A . The Voting Compartments should have the provision to route the interconnecting cables of Ballot Units/VVPATs in the manner shown in Annexure B . The stability of the Voting Compartments has to be ensured by the bidder.	The sample Voting Compartment must bear quality of the offered stock, stamped and signature of the bidder.		

ANNEXURE 5: Bidder Company to provide the following information

Sl. No	Item	Details
1	Company's name	
2	Nature of business	
3	Company address	
4	Date of registration	
5	Year of commencement of business	
6	GST registration no.	
7	Income Tax PAN No.	

(Name and Designation)
For and on behalf

Seal

ANNEXURE 6:**Financial Indicators of the Bidder Company
(in Indian Rupees)**

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 7: Format of Financial Bid

To

Chief Electoral Officer, Odisha,
Home (Elections) Department, Government of Odisha, Unit 5, Behind
Lok Seva Bhavan, Bhubaneswar, Odisha – 751001

Dear Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your e-TENDER dated (insert Date).

Our Financial Proposal against the scope of service defined in the above referred e-TENDER is the following:

SI No	Category/Deliverables	Cost per Item (in INR)	Number of Quantity	Total Cost (in INR)
1	Cost of corrugated plastic Voter Compartment of size: 24" X 24" X 30" (Length X Width X Height). With specified printed content on it (inclusive of all costs)		30,500	
2	Cost of corrugated plastic Voter Compartment of size: 24" X 36" X 30" (Length X Width X Height). With specified printed content on it (inclusive of all costs)		5,000	
3	Cost of corrugated plastic Voter Compartment of size: 24" X 48" X 30" (Length X Width X Height). With specified printed content on it (inclusive of all costs)	*	Not Decided. Will be based on actual requirement #	NA
4	Cost of corrugated plastic Voter Compartment of size: 24" X 60" X 30" (Length X Width X Height). With specified printed content on it (inclusive of all costs)	*	Not Decided. Will be based on actual requirement #	NA
	Total			
	Taxes (Applicable GST rates)			
	Total in Rupees word			

***Quote per piece is to be made**

- Quantity for supply of Deliverables at Serial no. 3 & 4, if any, shall be indicated after finalization of List of Contesting Candidates

Total Amount in Figure & words:

.....

Our proposal shall be binding upon us up to period of validity of the contract. We

understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials] Name and Title of Signatory Name

of Firm

Address Date: Seal:

(Name and Designation)

For and on behalf

Seal

ANNEXURE 8: Format of Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

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 for printing and supply of Voting Compartments for Simultaneous General Elections, 2024, Odisha.

(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 printing and supply of Voting Compartments for Simultaneous General Elections, 2024, 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 Day..... 2023.

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.