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# TENDER DOCUMENT FOR SELECTION OF SERVICE PROVIDER FOR WEB CASTING

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in Polling Stations and Counting Centres during Simultaneous General Election-2019



JANUARY 16, 2019

**Chief Electoral Officer, Odisha**

Home (Elections) Department, Government of Odisha

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## SHORT NOTICE INVITING TENDER (SNIT)

No.:

Date:

Bids are invited by Office of Chief Electoral Officer, Odisha in two bids – Eligibility-cum-Technical bid and Financial bid from well-established and reputed organizations/ agencies/ suppliers who fulfil the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of **Recording and Web Streaming of Video** in Parliamentary or/and state Assembly Elections in India.

Sr. No.	Item	Particulars
1	Description of the work	Installation, Implementation of webcasting solution on turn-key basis in Polling Stations and Counting Centres during Simultaneous General Elections 2019 in Odisha
2	Mode of Tendering	Hard copy in the office at following address
3	Tendering Address	Office of Chief Electoral Officer, Home (Elections) Department, Government of Odisha, Unit-V, Behind OMC building
4	Tender Document Fee	Rs 10,000/- Rupees Ten thousand only (Non-Refundable)
5	Earnest Money Deposit (E.M.D.)	Rs. 2 Lakhs (Rupees two Lakhs only)
6	Mode of Tender Document Fees & EMD	DD in favour of Assistant Chief Electoral Officer, Odisha
7	Date and Time for request of Tender Document	16-Jan-2019
8	Last Date and Time for submission of bids	31- Jan-2019 at 2:30-PM
9	Date and Time for opening / of Eligibility & Technical bids	31- Jan-2019 at 3-PM
10	Date and Time for opening / of commercial bids	Will be intimated separately to the technically qualified bidders

Bids not conforming to the requirements mentioned above and as laid down in the terms and conditions or non-submission of EMD at the time of opening of the eligibility-cum-technical bid are liable to be summarily rejected. The decision of CEO, Odisha, for purpose of Eligibility-cum-Technical Qualification / Commercial Bid shall be final and binding to all the tenderers/bidders.

- a. The Bidder is expected to carefully examine the specifications and terms & conditions of the Tender. Failure to furnish all information required in the Tender or submission of a bid not substantially responsive to the Tender in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- b. Late submission of bids will not be accepted.
- c. Last minute submission of bids should be avoided.
- d. Incomplete or Conditional bids will be summarily rejected. For any of the assistance regarding participation in the Tender contact Sh. S.K Tripathy ,Nodal Officer (IT) CEO Office, Mobile:-9776204710 email: ceorissa@gmail.com

For and on behalf of Chief Electoral Officer, Odisha

Joint Chief Electoral Officer, Odisha

## **Background**

For the purpose of keeping a hawk eye on Polling Booths, Counting Centres it is imperative to have an Administrative auto monitoring system with secured Video Streaming Surveillance Camera to monitor each Polling Booth and Counting Centre. The auto monitoring system should be robust video surveillance system with 100% video stream availability and high-quality video of each Polling Booth and Counting Centre at low bandwidth.

In order to avoid any malpractices in the Election Polling Booth and to ensure transparency in the Elections, all the Election proceedings of the sensitive booths have to be monitored live from the Central office. Live Webcast enables the Election administrator to see each candidate during the Election session and to refer any suspicious behaviour to higher authority where the video can be reviewed.

With above backdrop, office of Chief Electoral Officer Home (Elections) Department Government of Odisha has proposed that Live Web Casting of Poll proceedings on Poll day may be taken up about 10% (around 4000 Polling Stations) of the total Polling stations in the state covering 147 ACs using IP based Web Cam/HD camera and connectivity of either 4G/3G/broadband, WiMAX, DSPT etc. for effective monitoring of Poll in the Polling Stations without compromising the secrecy of voting in connection with Simultaneous Elections in 2019. The web casting is proposed based on the local availability of connectivity in line with the directions of ECI. The actual number of Polling stations will be finalised based on the sensitivity of Polling stations and availability of connectivity. The detailed requirements and specifications as specified under “**Scope of Work**” in chapter-4

## DEFINITIONS & ACRONYMS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

### SHORT TITLES USED IN THE TENDER DOCUMENT

Sr. No.	Title	Description
	CEO	Chief Electoral Officer, Odisha
2	Bidder/Tenderer	Means vendor who submits Bid in response to this tender document
3	Bids	Means Bid submitted by bidders in response to the tender issued by the CEO, Odisha
4	Purchaser	Chief Electoral Officer, Odisha
5	Contractor/Supplier	Means The successful Bidder to whom tender is awarded.
6	Contract	An agreement signed by the contractor against the Tender.
7.	Non-responsive	Failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender bid in given Forms/Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD
8	Services	Means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
9	EMD	Earnest Money Deposit.
10	DD	Demand Draft
11	PAN	Permanent Account Number.
12	PBG	Performance Bank Guarantee.
13	ICT Equipment	Computer systems, Printers, Mobility devices etc.
14	Personnel/Manpower	Means professional and support staff provided by the bidders to provide training or perform services to execute an assignment and any part thereof
15	RO	Means Returning Officer
16	DEO	Means District Electoral Officer
17	Nodal Officer	Means Official deputed as polling-in-charge by the CEO/DEO
18	ECI	Means Election Commission of India
19	SNIT	Means Short Notice Inviting Tender

## CHAPTER 1 Invitation for Bids (IFB)

1. Bids are invited by CEO, Odisha in two bids – Eligibility-cum-Technical bids and Financial bid from well-established and reputed organizations/ agencies/ suppliers who fulfil the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Recording and Web Streaming of Video and Audio of poll and counting of results during Simultaneous General Elections as per scope of work specified in chapter-4. Tenderer/ Bidder should submit the proposal in person at :

**Office of Chief Electoral Officer,**

**Home (Elections) Department**

**Government of Odisha,**

**Unit-V, Behind OMC building**

2. The Bids can be submitted up to date and time given in SNIT.
3. An Earnest Money Deposit (E.M.D.) of **Rs. 2.00 Lakhs (Rupees Two Lakhs only)** should be provided by the tenderer/ bidder interested in the respective category. The EMD has to be paid in shape of DD in favour of **Assistant Chief Electoral Officer, Odisha** payable at **Bhubaneswar**. EMD in any other form will not be accepted.
4. Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.
5. The eligibility-cum-Technical Bid will be opened as per schedule in SNIT and in the presence of bidder/ designated representatives of the bidder, if present. The qualifying bids of the Technical evaluation process shall only be considered for further evaluation of Financial Bid. The Financial bid will be opened in the presence of the eligible and technically qualified bidders/ designated representatives of the bidder, if present on a separate date and time as mentioned in the SNIT. In case there is a change in this scheduled date and/or time, then the technically qualified bidders will be intimated about the date and time by a letter/email.
6. No contractual obligation whatsoever shall arise from the Tender Document/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.
7. The office of CEO may, at its discretion, extend the date for submission of Bids. In such cases all rights and obligations of the CEO and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on official website CEO, Odisha ([www.ceoodisha.nic.in](http://www.ceoodisha.nic.in)).
8. It will be the responsibility of the Bidder to ensure that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be RFP for Web Streaming and storage of Video/Audio of proceedings at Polling Stations & Counting Centres for simultaneous General Elections-2019 entertained by CEO, Odisha. Neither

any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.

9. The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
10. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
11. The Bidder shall be fully and completely responsible to CEO, Odisha for all the deliveries and deliverables.
12. Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
13. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.
14. Due to security reasons, the bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority.
15. CEO, Odisha disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidder to prepare a logical bid-proposal.

## CHAPTER 2 Eligibility Criteria & Mandatory Conditions

The tenderer / bidder must fulfil the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. **Note: Tenderers / Bidders** should read these conditions carefully and comply strictly while submitting their Bids.

### **PRE-QUALIFICATION CRITERIA FORTENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER: NOTE**

Sr No	Clause	Documents required
	The Tenderer/ Bidder should be a registered company under Company Registration Act of India 1956 engaged in trade or business of Information Technology as on the date of issue of the Notice Inviting Tender.	a) Valid documentary proof of: - Certificate of incorporation - Registration Certificate
2	The Tenderer's/ Bidder's should have been in the Information Technology/ IT enabled Services/ Telecommunication business/ Video Recording Services/ Internet Service Provider for 5 Years in India as on the date of issue of the Notice Inviting Tender.	a) Valid documentary proof of: - Work orders confirming year and Area of activity should be attached
3	The Tenderer/ Bidder must have a positive net worth average annual financial turnover of at-least Rs. 150.00 Lakhs during the last 03 financial years ( 2015-16, 2016-17, 2017-18) OR the preceding two financial years (and in the current financial year as on the date of notice inviting tender	a) Valid documentary proof of: - Balance sheet clearing indicating the Year & Turn over details. <b>OR</b> b) CA Certificate showing Turn over details .
4	The Tenderer/ Bidder should have experience of rendering similar services where live streaming from multiple locations was involved in India, on behalf of Election Commission of India or any other Organization during the last 03 financial ( 2015-16, 2016-17, 2017-18) OR the preceding two financial years (and in the current financial year as on the date of notice inviting tender	Valid documentary proof of: - - Copy of work order & complete client execution certificates of the order from the concerned client.
5	The Tenderer/ Bidder must submit their valid PAN, GSTN	Valid documentary proof of: - Valid PAN/GSTN certificate
6	The Tenderer/ Bidder should should have at least 20 sufficiently skilled personnel having requisite experience.	Valid documentary proof of: - Self-declaration on the company letter head along with EPF Account Details of Personnel in respect of current year to be provided.
7	The Tenderer/ Bidder should not be blacklisted by Central or any State government or Public Sector undertakings as on the date of Notice Inviting Tender/ Bid Submission	Valid documentary proof of: -A signed copy of the undertaking (Annexure-1) with seal.

#### NOTE

- Joint Venture or Consortium partner is not allowed. If the same is found then such tenderer/ bidder shall be disqualified and his/ her technical bid shall not be opened/



considered and the EMD forfeited.

- Any promoter/ partner/ director of a firm who is brought into the firm after the publication of tender notice shall not be considered for fulfilling this eligibility criterion.
- Only one bid is permitted by a single Tenderer/ Bidder. A Tenderer/ Bidder found to be submitting more than one Bid in different firm names, then such a bid of the tenderer/ bidder shall be disqualified and his/ her technical bid shall not be opened/ considered and the EMD forfeited.
- Keeping in mind the local service setup and accessibility required to extend support/ services during the operational period, it is considered essential that the bidder should be able to execute and integrate all the items mentioned in the tender into a single solution/ platform.

### **Chapter-3 : Bidding Process**

The paras below specify the procedures that would regulate the overall bidding process.

1. Selection of vendor is a two stage bidding process where in eligible bidders shall submit their technical bids and financial bids separately.

- a. Eligibility-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 technically qualified.
- c. Financial bids for the ineligible and/or technically disqualified bidders will not be opened.

2. Preparation of Bidding Document

a. The Tender document can be downloaded from official site of CEO, Odisha i.e. [www.ceoodisha.nic.in](http://www.ceoodisha.nic.in). The download of bidding document shall commence as specified in SNIT. In such cases, tender fee shall be submitted by the bidder along with technical bid. Tenderers /Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

b. Earnest Money Deposit (EMD)

- i. Every tenderer / bidder, participating in the bid must furnish the earnest money deposit as specified in the Notice Inviting Tender (NIT).
- ii. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- iii. The EMD shall be submitted by the bidder who is applying for the tender. EMD in the name of any other firm/ person other than the tenderer/ bidder who is applying for the tender shall not be accepted.
- iv. Form of EMD: Tenderers / Bidders shall submit, an Earnest Money Deposit (E.M.D.) of Rs. 5.00 Lakhs (Rupees Five Lakhs only). The EMD has to be paid by Demand Draft in the name of Chief Electoral Officer, Odisha on or before the last date and time for submission of bids as given in the SNIT. EMD in any other form will not be accepted.
- v. Refund of EMD: The earnest money deposit of unsuccessful tenderers/ bidders shall be refunded soon after final acceptance of bid and award of contract. In case of successful tenderers/bidders, the EMD shall be returned on execution of the agreement and submission of the Performance Bank Guarantee.
- vi. Forfeiture of EMD: The EMD taken from the tenderer/ bidder shall be forfeited in the following cases: -
  - If the tenderer/ bidder withdraws or modifies his bid proposal after opening of bids or during the period of bid validity or its extended

period, if any; or

- In the case of a successful tenderer/ bidder, the tenderer/ bidder fails to sign the contract for any reason not attributable to the Office of Chief Electoral Officer, Odisha .
- During the bid process, if a tenderer/ bidder indulges in any such deliberate act which would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- During the bid process, if any information submitted by the bidder is found wrong/ manipulated/ hidden in the bid.

Tenders without valid E.M.D. at the time of opening of the technical bid will be rejected.

### 3. Submission and Opening of Bids:

- a. The tenderer/ bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by CEO Odisha to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CEO, Odisha will be in no case responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b. Language of Bids: The Bid prepared & submitted by the Tenderer/ Bidder and all subsequent correspondence and documents related to the bid and as submitted by the tenderer/ bidder, shall be written only in English language.
- c. Documents comprising the Bid
  - i. The tenderer/ bidder should ensure that all the required documents, as mentioned in the bidding document to be furnished in original at the time of opening of the Technical bid should be submitted along with the Technical bid and in the specified format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid/ proposal submitted by the bidder.
  - ii. Wherever applicable, the bidding form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
  - iii. The Tenderer/ bidder shall submit the Price Schedules/ Commercial/ Financial bid for Goods and Related Services, according to their origin as appropriate, using the forms furnished in the bid.
  - iv. The contents of bid are listed below.
    - Eligibility cum Technical Bid:
      - a. The Eligibility cum Technical Proposal should contain documents as listed in various Chapters & Annexure of this bid document.
      - b. Prices must not be indicated in the Technical Bid and must be quoted only in the Financial Bid. If the prices quoted in the

technical bid, the same shall be rejected.

- Financial Bid:
  - a. The Tenderer/ Bidder shall indicate price it proposes to provide under the contract only in the prescribed format. Prices should be shown separately showing the taxes as detailed in Tender Document. The price components furnished by the Tenderer/ bidder in accordance with format provided in this bid document will be solely for the purpose of facilitating the comparison of bids by Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
  - b. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification, if required.
  - c. The Contract price would be inclusive of all applicable taxes, duties, charges and levies, unless specified otherwise. If there would be any increase in the taxes, levies, duties, fee and other charges during tenure of the contract, the financial burden of the same shall be borne by the tenderer/ bidder

d. Alternative Bids: Alternative bids shall not be considered at all.

e. Bid prices and Discounts:

- i. All the prices should be quoted only in Indian Rupees (INR) currency.
- ii. All rates quoted must be FOR destination/ site where the equipment are to be installed & commissioned, and should include all incidental charges as shown in the Format for Price Quotation only, CEO ODISHA will not pay any cartage or transportation charges.
- iii. The prices and discounts quoted by the Tenderer/ bidder in the Price Schedule/ Commercial/Financial Bid shall conform to the requirements specified therein.
- iv. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including any discounts offered.
- v. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the competent authority. This shall not in any way limit the competent authority's right to contract on any of the terms offered: -
  - For Goods offered from within/ outside the country.
  - For Related Services whenever such Related Services are specified in the bidding document.
- vi. Prices quoted by the Tenderer/ Bidder shall be fixed during the Tenderer's/ Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the bid document. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the bid document, prices quoted by the Tenderer/ bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but

the price adjustment shall be treated as zero.

f. Validity of Bids:

- i. Bids shall remain valid for 180 days from the date of bid opening as prescribed by Tendering Authority. A Bid valid for a shorter period shall be rejected and treated as nonresponsive.
- ii. In exceptional circumstances, the Tendering Authority may solicit the Tenderer's/ Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (letter/e-mail).

g. Deadline for submission of Bids:

- i. Bids must be submitted in person or by post.
- ii. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of pre-bid queries and the time with the prospective tenderers/ bidders for preparation of bids appears insufficient, the date may be extended by the tendering authority and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the tenderers/ bidders to prepare and submit their bids. Any change in date of submission and opening of bids would be intimated. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.
- iii. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and tenderers/bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

h. Delayed / Late Bids:

- i. Bids must be submitted in person or by post and should reach in this Office on or before last date and time of submission of bids.

i. Withdrawal, Substitution, and Modification of Bids: A Tenderer/ Bidder may withdraw, substitute, or modify its bid after it has been submitted before the deadline prescribed for submission of bids as per the tendering process.

j. Bid Opening:

- i. The Tendering Authority/ designated Tender Evaluation Committee shall conduct the bid opening at the date and time specified in the SNIT.
- ii. All the bids received up to the specified time and date shall be opened by the Tendering Authority.
- iii. The representatives of the tenderers/ bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal. The bidder's representatives who are present shall sign the attendance register present.
- iv. The technical bids shall be opened and all the tenderers/ bidders who participated in tender shall be notified to the bidder's presence.
- v. The details of the EMD with each bid shall be read out loudly.

#### 4. Bid Evaluation

##### a. Guiding Principle for Evaluation of Bids

- i. The tendering authority shall determine to its satisfaction whether the tenderers/bidders that is selected as having submitted the best and responsive bid is qualified to perform the Contract satisfactorily.
- ii. The determination shall be based upon an examination of the documentary evidence of the tenderer's/bidder's qualifications submitted by the tenderer/bidder.
- iii. An affirmative determination shall be a prerequisite for award of the Contract to the tenderer/ bidder
- iv. The tendering authority / designated Tender Evaluation Committee, in observance of best practices, shall maintain the bid evaluation process strictly confidential as per the details below.
  - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
  - Strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

##### b. Confidentiality

- i. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to tenderers/bidders or any other persons not officially concerned with such process until publication of the Contract award.
- ii. All materials submitted by the tenderer/ bidder becomes the property of Office of Chief Electoral Officer, Odisha and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Tenderer/ bidder" shall remain the property of such tenderer/ bidder.
- iii. Any attempt by a tenderer/ bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his/her bid.
- iv. From the time of bid opening to the time of Contract award, if any tenderer/ bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so only in writing.

##### c. Clarification of Bids

- i. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any tenderer/ bidder for a clarification of his/her bid. The tendering authority's request for clarification and the response shall be in writing or email.
- ii. Any clarification submitted by a tenderer/ bidder with regard to his/ her bid that is not in response to a request by the tendering authority shall not be considered.
- iii. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids if

any.

d. Determination of Responsiveness

- i. The tendering authority's determination of the responsiveness of a bid would be based on the contents of the bid itself.
- ii. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -
  - "Deviation" is a departure from the requirements specified in the bidding document;
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that, if accepted, would: -
  - affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
  - limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
  - if rectified, would unfairly affect the competitive position of other tenderers/bidders presenting substantially responsive bids.
- iv. The tendering authority shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation or reservation.
- v. The tendering authority shall compare all responsive bids to determine the best bids, in accordance with the provisions of this bidding document.

e. Non-material Non-conformities

- i. Provided that a bid is responsive, the tendering authority may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- ii. Provided that a bid is responsive, the tendering authority may request that the tenderer/ bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the tenderer/ bidder to comply with the request may result in the rejection of its bid.

f. Evaluation of Bids

- i. The tendering authority/ committee shall evaluate each bid that has been determined, up to the stage of the evaluation, to be responsive.
- ii. To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in this bidding document.
- iii. To evaluate a bid, the tendering authority shall consider the following if any:
  - The bid price as quoted in accordance with bidding document.

- Price adjustment for correction of arithmetic errors in accordance with bidding document.
- Price adjustment due to discounts offered in accordance with bidding document;

g. Evaluation of Technical Bids

- i. The initial eligibility-cum-technical evaluation shall be completed by the Tendering Authority / designated Tender Evaluation Committee as early as possible after opening of technical bids.
- ii. The Tendering Authority / designated Tender Evaluation Committee will evaluate the Technical bids of the tenderers/Bidders as per the criteria & requirements specified in this document. A detailed evaluation of the bids shall be carried out in order to determine whether the tenderers/bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document
- iii. Bidders may be asked to provide a presentation / demonstration of the proposed solution. If the performance of the equipment is found to be unsatisfactory during the presentation / demonstration, then the committee reserves the right to reject the bid without any further conditions.
- iv. For the complete solution, each item quoted in the tender, samples shall be submitted by bidder for testing compliance to technical specifications within 2 days from the date of intimation by CEO office.
- v. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected.
- vi. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.
- vii. After approval of the technical evaluation by tendering authority, the bids of the firms which qualified in the technical evaluation shall be intimated. The commercial bids in respect of the bidders qualifying the technical bids only will be opened as notified in the SNIT. However, in case there is a change in this scheduled date and/or time, then the technically qualified tenderers / bidders will be intimated about the date and time by a letter/email. Non receipt of E-mail will not be accepted for raising any dispute and it shall be the responsibility of the bidder.
- viii. The firms which could not qualify in technical evaluation will be informed about this fact. Their EMD will be refunded after completion of the bid process i.e. award of the contract to the best/ successful tenderers/bidders.
- ix. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.

h. Evaluation of Financial Bids

- i. The financial bids of tenderers/bidders who qualified in technical evaluation



shall be opened as notified in the NIT or at the notified time and date specified by the Tendering Authority / designated Tender Evaluation Committee in the presence of the tenderers/bidders or their representatives who choose to be present.

- ii. The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded.
  - iii. Conditional bids are liable to be rejected. However, financial implication of conditions may be worked out and added to the quoted price.
  - iv. The price quoted by the Bidder shall include cost and expenses on all counts viz. equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & out-station expenses, etc. and any other cost involved in the supply, commissioning and delivery of services.
  - v. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / State Government/ Local Authorities.
  - vi. The offers shall be evaluated and marked L1, L2, L3 etc. L1 being lowest offer and then others in ascending order.
  - vii. The Tendering Authority / designated Tender Evaluation Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offer to the CEO for approval viii. In case of the lowest total value quoted are same by different bidders, the tendering authority reserves the right to give the work-order to any of those bidder (with same lowest values) taking into consideration the interest of the State.
- i. Correction of Errors
    - i. Price Bids determined to be substantially responsive will be checked by the Tender Evaluation Committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected. If there is a discrepancy between the total bid amount and the sum of various costs, the sum of the various costs shall prevail and the total bid amount will be corrected.
    - ii. The amount stated in the Form of Commercial Bid will be adjusted by the Tendering Authority / designated Tender Evaluation Committee in accordance with the above-mentioned point for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, the bid will be rejected, and the EMD shall be forfeited.
  - j. Tendering authority's Right to Accept/ Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the tenderer(s)/bidder(s) or any obligation to inform the affected tenderer(s)/bidder(s) of the grounds for the Purchasers action.

- k. The Purchaser/ Biding Authority reserves the right to accept any Bid not necessarily the lowest, reject any Bid without assigning any reason.

## **Chapter-4: Scope of work**

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day and counting day events during the Simultaneous General Elections -2019 in Odisha with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as detailed below.

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment.
2. Supply, installation, commissioning and implementation of IP based web cameras in the Pooling Stations to record and web stream the events of the Poll
3. Supply and installation internet connectivity for use in the identified polling stations on the polling day along with one manpower per polling station, to operate them to web stream the live data.
4. Supply and installation of 30 No. of 55” LED TV for use in the office of the Returning Officer (RO), on the polling day to operate them to view the live data.
5. Supply and installation of 30 No. of 55” LED TV for use in the office of the District Election Officers (DEO), on the polling day along with one manpower per DEO, to operate them to view the live data.
6. Supply and installation of 2 No. of 65” LED TV for use in the office of the Chief Election officer (CEO) at State Head Quarters, on the polling day along with two manpower, to operate them to view the live data.
7. Supply and installation of IP based HD web cameras along with one manpower per counting centre, for use in the counting centres, on counting day, to web stream the counting day activities in each counting centre.
8. Supply and installation of 30 No. of 55” LED TV in the office of the DEO, along with one manpower, for use on the counting day, to view the live data of counting activities in each DEO’s office.
9. Supply and installation of 2 No. of 65” LED TV in the office of the CEO, along with two manpower, for use on the counting day, to view the live data of counting activities in each CEO’s office.
10. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations/Counting Centres, on TV (s) for viewing in the Offices of the CEO, DEOs & ROs and ECI/
11. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
12. Establishment of the centralized Help desk with minimum of (specify numbers) seaters to manage and fix the complaints/issues coming up on the Polling and Counting days.

## Technical Specifications

### 1. Camera to be used during Poll

- a. IP based web camera with minimum 3 mega pixel resolution
- b. Should have Night Vision capability
- c. Zooming: 10X
- d. Should have Wide angle with 30/70-degree coverage
- e. ONVIF profile S Compliant
- f. Should support H 264 Compression standard
- g. Should have Minimum Illumination 0.05 lux
- h. Should Support 16-4096 Kbps code rate
- i. Should Support constant bit rate/variable frame rate up to 30 fps
- j. Image Control:
  - i. backlight compression
  - ii. Automatic white balance
  - iii. 3D digital noise reduction
- k. Should support display resolution 1920 X 1080

### 2. Camera to be used during counting

- a. IP based **HD** web camera with minimum 3 mega pixel resolution
- b. Should have Night Vision capability
- c. Zooming: 10X
- d. Should have Wide angle with 30/70-degree coverage
- e. ONVIF profile S Compliant
- f. Should support H 264 Compression standard
- g. Should have Minimum Illumination 0.05 lux
- h. Should Support 16-4096 Kbps code rate
- i. Should Support constant bit rate/variable frame rate up to 30 fps
- j. Image Control:
  - i. backlight compression
  - ii. Automatic white balance
  - iii. 3D digital noise reduction
- k. Should support display resolution 1920 X 1080

## Tasks to be carried out by the service provider

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

- a. The vendor shall deploy a secured and proven web based software for recording both audio and video
- b. The software should have following features
  - i. Able to record video in H264 compression standard or other equivalent open compression format which can be read by open source software solution
  - ii. Able to record at least 4 Kbps audio with good quality. This may either be encoded within the video stream or recorded as separate stream.
  - iii. The camera should be wall mounted and fixed.it should be adequately secured from physical damage.

- iv. The camera should be placed in such a way that it should cover maximum possible area in polling station without compromising the secrecy of the vote.
- v. Light and glare should be minimum
- vi. Capable of zooming in/out as per the requirements.
- vii. The Assembly Constituency No./Parliamentary Constituency No. and Polling Station No. should be clearly visible in camera view during recording.
- viii. It must be ensured that no advertisement is displayed in web casting framework
- ix. Both audio and video should have embedded running time stamp that comes from a secured source and approved by the Nodal officer.
- x. Recording should not require any specialised software for viewing and should be done using standard browsers namely Google Chrome, Internet Explorer, Firefox, Apple Safari (latest to previous 4 versions)
- xi. Application shall be loaded from the browser and the operator should only be able to start and stop recording.
- xii. The software shall provide video streaming URL with password protection to view District wise, Assembly Constituency wise / Parliamentary constituency wise, polling station wise/ Counting Centre wise videos, which will be streamed from Polling Stations or Counting centres. The software should provide secured data streaming over Internet with viewing access only to CEO, and such other officers authorised by CEO with user-ID and Password. The data streaming shall not be viewed by public over Internet without the permission of CEO.
- xiii. The software shall include options for
  - 1. Connectivity status of web camera/IP camera from the Polling station/Counting Centre whether the stream is offline/offline 29120/ICT 3.
  - 2. Option for audio rotation of video with AC/District/State level on the type of user connected and option selected.
  - 3. Option for on demand viewing of video of Polling Station/Counting Centre.
- xiv. Generic desktop lock must be engaged to disable all other applications from launching and connecting to Internet upon commencement of video streaming.
- xv. The software should be developed by the bidder and not a freeware or shareware available on Internet.
- xvi. The user should be able to see the actual video that is being recorded.

- xvii. The software should be able to offer graceful degradation of recording quality in the event of poor bandwidth. This activity should be carried out automatically without any manual intervention.
- xviii. Necessary load testing should be carried out so that web streaming meets the demand and goes through smoothly with good performance.
- xix. The software shall be able to perform query on the stored vide and audio contents
- xx. Software shall be capable to burn CD and DVD disks on windows based computer system.
- xxi. The software should be able to perform queries on the stored Audi & videos contents based on multiple parameters as data, Time, location etc.
- xxii. The solution should support rewind with playback option and the option to move to the current live status of recording.
- xxiii. The solution should be able to display multiple streams happening at a time on one TV location. It should provide option for selection of any of the polling station at any point of time on poll day from where Video data is streamed for viewing in the office of CEO, DEOs, ROs.
- xxiv. The software should list all the Polling Stations/Counting Centres with their respective webcast after collecting and updating the details and the application Software design from the Nodal Officer.
- xxv. Data should at no point of time hosted outside India and vendor should not access the data unless and until authorised by CEO/DEO.
- xxvi. The video recording of live streaming in the server shall be done as per the instructions of Nodal officer and should not be stored in any form in any type of device outside office of CEO after giving backups of all the videos to the office of CEO.
- xxvii. The vendor should add digital water mark in the back ground of streaming videos.
- xxviii. Uploading of videos shall be carried out by the resources posted by the vendor at each identified place using web cam. HD cam and connectivity of either 4G/3G/2G/Broadband, WiMAX, DSPT etc. based on local availability.
- xxix. At the end of each event, the web streamed data along with required report shall be handed over to client within 4 days in a hard disk for later retrieval and usage as necessary.
- xxx. The client shall facilitate the bidder in interaction with telecom operators to ensure the uninterrupted connectivity during event towards smooth transmission of web streaming data.
- xxxi. The client shall ensure safety of equipment installed by the vendor at the sites till the event is over.

- xxxii. The bidder shall develop an application software that monitors the data feeding from each polling station on the poll day and also from each HD camera in the counting centre on counting day based on which performance status of the data feed, and the live streaming at the offices of CEO/DEO/RO will be arrived as per the service level, to levy penalty as indicated in the penalty clause. The software should be vetted by CEO before one week of deployment.
- xxxiii. The vendor shall provide access for the dashboard view for more than one locations i.e. DEO, CEO, ECI HQs which should reflect point of failure, Network status, recording status, and downtime status. Network quality indicator on each camera should be made available in the user view mode and this should be computed and displayed automatically.

Task-2: Live streaming and recording of Polling at Polling station

- a. A list of Polling Stations from where live web streaming will happen shall be shared with the vendor.
- b. Number locations for Video and Audio recording: <Num> Approx.
- c. Vendor shall supply the IP camera as per specification given above
- d. These cameras will be owned and operated by the vendor and shall be taken back at the end of the assignment. Extra man power and accessories if required to set up web cameras in Polling Stations will be the responsibility of vendor.
- e. Vendor has to deploy resources at each polling station with standby equipment.
- f. The vendor has to provide suitable Internet connectivity at each location of installation of cameras for the service rendered by the vendor.
- g. The vendor is required to conduct two dry/trial runs of the process to satisfy the client that the systems are in good working conditions before at least two days of actual Poll.
- h. In case a re-poll is ordered for a booth under live streaming, the web streaming of that re poll shall continue. Payment for re poll day shall be paid extra as per the contract. This will not entail additional financial commitment.
- i. The vendor shall ensure that the recorded materials transmitted does not fall on wrong hands. Only officer authorized shall receive the material.
- j. The recorded material shall be the exclusive property of CEO and neither the bidder nor any party will be entitled to utilise the same
- k. The vendor shall provide adequate compute performance on the server and storage along with suitable high speed internet / network bandwidth to accommodate multiple video streaming.

- l. Client will provide the list of Mobile phones (Presiding Officers, Pooling Officers) in an excel or CSV format to the vendor, a few hours before the start of the election process for communication purpose.
- m. The video & audio to be live streamed to the Control Centre via a server.
- n. Vendor shall deploy resources at the control centres on the day of Poll.
- o. The vendor shall provide sufficient internet bandwidth for live streaming of the Poll day events.
- p. In case of any disruption in Internet connectivity on poll day, the streaming data has to be stored in a local storage device and the same should made available in a DVD at the end of the day to the officials concerned.
- q. Number of days required for recording at each location: 1 day (24 hours or part thereof)

### Task-3: Live streaming and recording of Counting Process

- a. A list of Counting Centres from where live web streaming will happen shall be shared with the vendor.
- b. All the items of Activity -1 are required to be adhered to as applicable
- c. Counting will be done at 30 district headquarters.
- d. Number locations for Video and Audio recording: 4000 in 6 zones (see Chapter-9: Special Terms & Conditions) Approx.
- e. Vendor shall supply the **HD** camera as per specification given above
- f. These cameras will be owned and operated by the vendor and shall be taken back at the end of the assignment. Extra man power and accessories if required to set up web cameras in counting centre will be the responsibility of vendor.
- g. Vendor has to deploy resources at each counting location with standby equipment.
- h. The vendor has to provide suitable Internet connectivity at each location of installation of cameras for the service rendered by the vendor.
- i. The vendor is required to conduct two dry/trial runs of the process to satisfy the client that the systems are in good working conditions before at least two days of counting day.
- j. The vendor shall ensure that the recorded materials transmitted does not fall on wrong hands. Only officer authorized shall receive the material.
- k. The recorded material shall be the exclusive property of CEO and neither the bidder nor any party will be entitled to utilise the same
- l. The vendor shall provide adequate compute performance on the server and storage along with suitable high speed internet / network bandwidth to accommodate multiple video streaming.



- m. The video & audio to be live streamed to the Control Centre via a server.
- n. Vendor shall deploy resources at the control centres on the day of counting.
- o. The vendor shall provide sufficient internet bandwidth for live streaming of the counting day events.
- p. In case of any disruption in Internet connectivity on poll day, the streaming data has to be stored in a local storage device and the same should be made available in a DVD at the end of the day to the officials concerned.
- q. Vendor has to supply HD cameras in Counting Centres as per following break up
  - i. Near counting board: 1 No.
  - ii. Near RO: 1 No
  - iii. Counting table 1 to 16 as per requirement (to be decided by DEO).
- r. No. of days required for recording at each location: 1 day

Task-4: Setting up a help desk and deployment of resources at each location.

- a. The vendor has to deploy adequate manpower to meet all the requirements of the assignment.
- b. Vendor has to set up centralised help desk in state headquarters i.e. at Bhubaneswar, which will operate under the control of Nodal Officer.
- c. Team with two seaters minimum shall be put in place to assist all other locations for fixing the issues that may crop up during streaming.
- d. Operation of Help Desk
  - 1. During Poll
    - a. 3 days before Poll
    - b. Day of Poll
    - c. Day following poll
    - d. If there is a re poll, then help desk should continue till end of re poll
  - 2. During counting
    - a. 2 days before counting
    - b. Day of counting
    - c. Day following counting
  - 3. If there is a recounting, then help desk should continue till end of recounting
- e. Skill set of resources: The resources should be skilled in the application software proposed to be deployed by the vendor (Configuration, usage, troubleshooting etc.).

they should be available to assist with any issues arising during course of assignment.

- f. The CVs of all resources to be deployed to be submitted to the client
- g. The resources should have at least two of the identity proof (Pass Port, Aadhaar card, driving license, Pan card or other form of identity specified by client.
- h. The CV should contain
  - 1. Name
  - 2. Date of birth
  - 3. Copy of identity proof
  - 4. Permanent address
  - 5. Address during last 10 years
  - 6. Educational qualification
  - 7. Experience
  - 8. Any criminal or civil record
- i. There may be security clearance checks conducted against the resources and the vendor may be asked to replace any all resources immediately.
- j. The resources are required to operate around day of polling and counting process from each of the posed centres in each assembly constituency.
- k. The resources have to report the duty before one day of polling and shall continue in duty till EVMs are sealed. Similarly, resources have to report the duty before one day of counting and shall continue in duty till counting process is over.
- l. Training of resources and tasks to be performed
  - 1. Downloading the application
  - 2. Setting up entire recording system and resolving allied issues like connectivity, alert assistance etc.
  - 3. Troubleshooting of hardware, software
  - 4. Any other subject relevant for smooth live streaming
- m. Training is to be conducted at district HQs at a suitable location by the vendor in consultation with DEO. Training may be for one or two days.
- n. Client will issue election duty certificate (EDC) or postal ballot to the resources posted in respective locations as necessary.
- o. The resource should be instructed to report on duty to the concern official when posted.

#### Task-5: Development of training material

- a. A detailed training material has to be developed by the vendor for the following purpose.
  1. For operating the web streaming software and cameras etc.
  2. For post event operation of video streaming footage
- b. Training material format
  1. Documentation: text based training material in the form of documents showing pictures/images and text of how to, help guides etc.
  2. Multimedia audio and video content including animations, videos etc. for the above.
  3. Manuals on the equipment, software
  4. Training materials should be placed securely on the internet and authorized users may be provided access for accessing the same from web.
  5. The training materials should also be available in off line mode i.e. USB drive, CD to all locations where the same can be shared and disseminated with all intended users. Help Desk resources can be act as facilitator to facilitate learning progress.

## **Chapter-5: 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 2 weeks of closure of all activities stipulated in the contract.
5. The reports may be submitted in hardcopy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, within 4 days after each event (polling/counting) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

## **Chapter – 6 Supply, Installation and Commissioning**

1. Delivery: The ordered items shall be delivered, installed and commissioned within

one week from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Client.

2. The Client 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 signed Delivery Challan in the specified format (Enter format).
4. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.
5. In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.
6. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours' time 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 and the same has to be attested by Client.
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.

### **Chapter-7: Service Level Requirements & penalty**

1. 100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the election day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

<b>SERVICE AVAILABILITY</b>	<b>Penalty : Deduction from total cost</b>
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% and below	50%

2. The buffer should not happen in the streaming at the CEO, DEO and RO office. Vendor will develop a dashboard for reporting the buffer and failure.

<b>Buffer and connection loss</b>	<b>Penalty : Deductions from the total cost</b>
<10 point failures	0%
>10 Points Failure	10%
>50 Points Failure	25%
>100 Point Failures	50%

## Chapter-8: General Terms and Conditions

Note: Bidders must read these conditions carefully and comply strictly while sending/ submitting their Bids.

1. GSTN Certificate: Any Tenderer/ bidder who is not having GSTN cannot Bid for this tender.
2. The approved supplier shall be deemed to have carefully examined the conditions, specifications and make etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., the bidder shall, before signing the contract, refer the same to the Purchaser and get clarifications.
3. The contractor(s) shall not assign or sub-let his contract or any substantial part thereof to any other agency.
4. Specifications, Eligible goods and services:
  - a. All articles supplied shall strictly conform to the specifications, trademark laid down in the Bid form and wherever articles have been required according to ISI/ISO/other specifications/certifications, those articles should conform strictly to those specifications/ certifications.
  - b. The supply shall be on rental basis and of very best quality and description.
  - c. The Goods must conform to the highest quality and standard. The Tenderer/ bidder shall guarantee that the Goods delivered to the Purchaser/Indenter. In case of software, the Tenderer/ bidder should guarantee that the software supplied to the Purchaser/Indenter is licensed and legally obtained.
  - d. Consistency must be maintained for the entire lot of the Goods ordered.
  - e. The Tenderer/ bidder must have spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares immediately in order to rectify any kind of fault reported.
5. The tenderer/ bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
6. The bidders may visit the sites and obtain additional information at their own cost and responsibility.
7. Insurance: The goods will be delivered at the FOR destination in perfect condition. The supplier, if he so desires may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc.) The insurance charges will be borne by the supplier and

Bidding Authority will not pay such charges if incurred.

8. Right to vary Quantum of Work: The quantities stated in the tender are estimates. After the award of the contract, there are instances where the schools' names have been deleted or added. In such scenarios, there is every possibility that there will be excess of the quantities from that shown in the Bid notice and the bidder shall be bound to meet the required supply. The purchaser reserves the right to vary the quantity (increase/decrease) without any change in unit price (rates) or other terms & conditions.
9. Change orders: The purchaser may at any time, by a written order given to the tenderer/ bidder, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the tenderer's/bidder's performance of any part of the work under the contract, whether changed or not changed by the order, and equitable adjustment shall be made in the performance security, Contract Price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the tenderer/ bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the tenderer's/bidder's receipt of the purchaser's changed order.
10. Change in quantity: If the Purchaser changes the quantities (increase or decrease) of any of the Bided articles the value of the order will vary accordingly. In case Purchaser purchases less than the quantity indicated in the Bid form, the tenderer/ bidder shall not be entitled to claim any compensation.
11. Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse action will be taken under any law in force.
12. Loss of Revenue to the Purchaser: The tenderer/ bidder shall be vicariously liable to indemnify the Purchaser in case of any misuse of data/information by the tenderer/ bidder, deliberate or otherwise, which comes into the knowledge of the purchaser during the performance or currency of the contract.
13. Contract Amendments: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Tenderer/ bidder and the Purchaser.
14. Force Majeure:
  - a. Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its performance security, 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.

- b. For Purposes of this clause, "Force Majeure" means an event beyond the control of the tenderer/ bidder and not involving the tenderer's/bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - c. If a Force Majeure situation arises, the tenderer/ bidder shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the tenderer/ bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.
  - d. The purchaser may terminate this contract, by giving a written notice of minimum 30 days to the tenderer/ bidder being unable to perform a material portion of the services for a period of more than 60 days.
15. Termination for insolvency: The purchaser may at any time terminate the contract by giving written notice to the tenderer/ bidder, without compensation to the tenderer(s) / bidder(s), if the tenderer/ bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
16. Termination for Convenience: The purchaser, may, by written notice sent to the tenderer/ bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
17. Use of Contract Documents and information
- a. The tenderer/ bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than person employed by the tenderer/ bidder performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
    - i. The tenderer/ bidder shall not, without the purchaser's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.
18. If a tenderer/ bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his/her Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the Purchase Order issued by Purchaser or Agreement executed.



19. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
20. The tenderer/ bidder shall pay the expenses of stamp duty for execution of agreement.
21. Dispute Resolution Mechanism: The Tenderer/ bidder and Office of Chief Electoral Officer, Odisha shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner
- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. Matter will be referred for negotiation between Officer nominated by Office of Chief Electoral Officer, Odisha and the Authorized Official of the Contractor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
  - b. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Office of Chief Electoral Officer, Odisha who will be the Sole Arbitrator and whose decision shall be final.
  - c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Odisha and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The contractor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. d)

parties (Office of Chief Electoral Officer, Odisha or Contractor) shall have to be lodged in courts situated in Odisha and not elsewhere

22.If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the Office of Chief Electoral Officer, Odisha to choose the over-riding terms and conditions. In any case, the decision of Office of Chief Electoral Officer, Odisha shall be final and binding on all parties concerned.

### **Chapter-9: Special Terms and Conditions.**

1. The bidder may submit its proposal for maximum two zones out of the following six zones only. However, bidder has to undertake that incase work is awarded for other segments, it will execute that segment work also.

a. Zone-1

- i. Cuttack District
- ii. Jagatsinghaur District
- iii. Kendrapara District
- iv. Jajpur District
- v. Puri District

b. Zone-2

- i. Balasore District
- ii. Bhadrak District
- iii. Mayurbhanj District
- iv. Keonjhar District
- v. Deogarh District

c. Zone-3

- i. Sundergarh District
- ii. Jharsuguda District
- iii. Sambalpur District
- iv. Dhenkanal District
- v. Angul District

d. Zone-4

- i. Rayagada District
- ii. Koraput District
- iii. Malkanagiri District
- iv. Nabarangpur District
- v. Gajapati District

e. Zone-5

- i. Ganjam District
- ii. Kandhamal District
- iii. Boudh District

- iv. Nayagarh District
  - v. Khurda District
  - f. Zone-6
    - i. Baragarh District
    - ii. Bolangir District
    - iii. Sonapur District
    - iv. Nuapada District
    - v. Kalahandi District
2. Bidder cannot apply for part of a zone.
  3. Lowest bid out of six zones will be considered as **cost of the services** for the work.
    - a. Example:
      - i. Zone-1 Lowest bid price: Say Rs.3500/-
      - ii. Zone-2 Lowest bid price: Say Rs.3400/-
      - iii. Zone-3 Lowest bid price: Say **Rs.3200**/-
      - iv. Zone-4 Lowest bid price: Say Rs.4000/-
      - v. Zone-5 Lowest bid price: Say Rs.3250/-
      - vi. Zone-6 Lowest bid price: Say Rs.5000/-
  4. The lowest bid is for Zone-3.
  5. All the bidders of other zones will be asked to match the price of lowest bid.
  6. In case no bidder of a zone agrees to execute the work at the lowest cost, then the **lowest quoted bidder** will be given the opportunity to execute the work in such zone at lowest quoted price in addition to the zone for which it has been selected.
  7. In case multiple bidders of a zone (other than lowest quoted zone) agree to execute the work at lowest quoted price, then opportunity will be given to that bidder who has quoted lowest price among the bidders those have given their consent to execute the work at lowest quoted price of that zone.
  8. In case no bidder participated in the bidding process for a zone or zones, then the lowest quoted bidder has to execute the work in that zone or zones.
  9. The selected bidders have to contact the office of Concerned DEOs
    - a. To collect the work order
    - b. Sign the contract as per scope of work and deliverables.
    - c. Sign the Non-Disclosure Agreement
  10. CEO office will communicate the DEOs regarding the details of the selected firms for their districts and the contract value.
  11. The payment shall be released by the office of concerned DEOs after completion of each of following milestone.

- a. Completion of Poll day activities and submission of all the deliverables.
- b. Completion of Counting day activities and submission of all the deliverables.

## **Chapter-10 Payment Terms**

The following are the conditions for release of payment by the office of CEO, Odisha:

1. Signing of Contract with the respective DEOs
2. Signing of Non-Disclosure Agreement by all the persons involved in the assignment
3. Submission of an irrevocable Bank Guarantee of the Contract amount with respective DEOs
4. No payment shall be made effective to the vendor if the offline recording at the polling station / Counting Centre during the polling day/Counting day does not happen.
5. The following would be the Milestones and Payment

## Chapter-11: Financial Bid

Office of the Chief Electoral Officer,  
Home (Elections), Government of Odisha  
Bhubaneswar

Tender No.:

Date:

Name of work: Webcasting and recording of Poll Day and Counting Day events for Simultaneous General Elections-2019

NOTE: **IF ANY COLUMNS LEFT BLANK IT WILL BE CONSIDRED AS ZERO (0)**

Name of Bidder : \_\_\_\_\_

Sr. No	Item Description	Units	Qty	Rate per Unit in Rs.	Taxes in Rs, (if any)	Rate per Unit inclusive of all Taxes	Total cost of item in Rs (Excl Tax)	Total cost of item in Rs (Incl Tax)
A	B	C	D	E	F	G=E+F	H=D*E	I=D*G
1	Live web streaming (both audio and video) and recording of Poll day events during Simultaneous General Election-2019 in Odisha			In figure	In figure	In figure	In figure	In figure
				In words	In words	In words	In words	In words

2	Live web streaming (both audio and video) and recording of Counting day events during Simultaneous General Election-2019 in Odisha			In figure	In figure	In figure	In figure	In figure
				In words	In words	In words	In words	In words

Note:

1. The total cost (H) will be evaluated to arrive at the Lowest Price (L1 Price)
2. The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
3. Bidder should quote for all the items
4. The payment would be made as per the exact number of polling stations and counting centres covered.
5. All rates quoted must be inclusive of FOR destination. Insurance of transit shall be the responsibility of the vendor.

## Chapter-12: Bid Form

### I. Address To

A	Name of the Bidding Authority	Chief Electoral Officer, Odisha
B	Address	
C	Contact :	Telephone: e-Mail

### II. NIT Reference:

Date:

### III. Other related details:

1.	Name of Bidder with Office Address		
2	Name & Designation of Authorized Signatory		
3	Year of Establishment		
4	Type of Firm	Public Ltd.	Private Ltd.
	Put Tick ( ) mark		
5	Telephone Number(s)/ Mobile		
6	Website URL		
7	Fax No.		
8	Email Address		
9	Registered Office Address	Address	
		Phone	
		Fax	
		Contact Person	
10	Service Center (s) in Odisha	Address	
		Phone	
		Fax	
		Contact Person	
(enclose list of Service Center consisting name of contact person, telephone no., e-mail address, office address.)			

IV. The Tender Bid Document fee amounting to Rs. 10,000/- (Rupees Ten Thousand Only) by DD in favour of Assistant Chief Electoral Officer, Odisha.

V. We agree to abide by all the conditions mentioned in this Bid Document issued by the Bidding Authority.



- VI. Reproduced/ re-word-processed formats or Tenderers/Bidders own formats for the price bids will disqualify the Bid. However, the Tenderer/ bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VII. The rates quoted are applicable up to 180 days from the date of opening of bid. The validity period can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favor of by DD in favour of Assistant Chief Electoral Officer, Odisha
- VIII. This Bid form and Terms & Conditions in token of acceptance of the terms mentioned in the tender document along with duly filled letter of undertaking / declaration.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Seal : \_\_\_\_\_

## **Annexure-1: Bid Undertaking**

(Certificate to be issued by bidder on the company letterhead)

### **U N D E R T A K I N G**

To,

**The CEO, Odisha**

Home (Elections) Department,

Government of Odisha.

Sub: Undertaking for participating in Tender for Recording and Web Streaming and recording of Video and Audio for Simultaneous General Elections – 2019 in Odisha - Reg.

Sir,

Ref: Tender No.

Date: dd/mm/yyyy

I/We \_\_\_\_\_ have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We \_\_\_\_\_ hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years.

I/We also hereby confirm that our EMD/PBG was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our nonperformance, non-compliance with the tender conditions etc.

I\We \_\_\_\_\_ hereby declare that all the particulars furnished by us in this tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal actions that may arise due to the above.

I\We \_\_\_\_\_ hereby declare that in case offer is given by the office of CEO, Odisha for webcasting in other zones, we will be unconditionally execute the work for that zone as per the tender terms and conditions.

I/We \_\_\_\_\_ certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above,

I/ We \_\_\_\_\_ declare that all the services shall be performed strictly in accordance with the fine-tuned Technical specifications and other Tender document except the deviations as mentioned in the Technical deviation (Appendix-4). Further we agree that additional conditions, if any, found in the Bid documents, other than those stated in deviations Performa, shall not be given effect to.

I/We \_\_\_\_\_ understand that I/We are liable to be blacklisted.

Yours faithfully

for \_\_\_\_\_

Name, Signature

Designation

Seal

Note:

Declaration in the company's letter head should be submitted as per the format given above

If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.