

## OFFICE OF THE DISTRICT ELECTION OFFICER & COLLECTOR, BARGARH

Tender Call Notice No. **314** /Elec. Dated: **01-10-19**

Sealed tender in plain paper are invited from the local bonafide Agency/Firms/Proprietor for Web Casting & providing CCTV on hire for use in the ensuing Bye-Election to 02-Bijepur Assembly Constituency .The details scope of the work and technical specification is available in the district website i.e.[bargarh.nic.in](http://bargarh.nic.in). The sealed tender paper should be dropped into the Tender box meant for the purpose kept in the office chamber of the District Election Officer, Bargarh by **3.00 P.M of Dt. 09.10.2019** during the office hours which will be opened on the same day i.e. **on 09.10.2019 at 5.00 PM** in the office chamber of the Collector and District Magistrate, Bargarh in presence of the members of Purchase Committee and the tenderers or their authorized representatives. Tenders received after the stipulated time shall not be accepted.

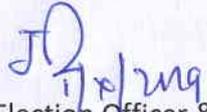
- 2 Each tenderer is required to deposit earnest money of Rs 20,000/- (Rupees Twenty Thousand ) only in shape of demand draft payable to District Election Officer, Bargarh at the Main Branch of State Bank of India, Bargarh. Tenders without earnest money deposit will be summarily rejected .The earnest money of the unsuccessful bidders will be refunded on the day of finalization of the tender.
- 2 Up to date GST / Income Tax clearance should be furnished along with tender papers without which the tender will not be taken into consideration.
- 3 The intending tenderer may ascertain the specification/quality of the Web Casting and CCTV from the Annexure-A.
- 4 The tenderer will be required to install CCTV & Web Camera in the booths one day before the day of poll.
- 5 The earnest money will be released only after satisfactory performance of the Proprietors.
- 6 In case of failure to install Web Casting Camera and CCTV capable of providing quality recording and timely performance in full as per specification within the stipulated period the security deposit of the tenders will be forfeited.
- 7 The price quoted in the tender will include all tax, transportation charges. The bidder is to render service at the places to be decided by the District Election Office, Bargarh.

- 9 The Firms /Persons whose tender will be accepted shall have to execute an agreement with the District Election Officer, Bargarh in Non-Judicial stamp paper worth of Rs 10/- only in the prescribed terms and conditions within two days from the date of acceptance of the tender and the order will be issued only after the said agreement is executed.
- 10 Payment will be made within 15 days after receipt of invoice/ bills.

  
District Election Officer &  
Collector, Bargarh.

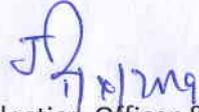
Memo No. 3115 /Dt. 01.10.19

Copy to Notice Board of Collectorate, Bargarh/Sub-Collector Office, Bargarh / Padampur for its publication.

  
District Election Officer &  
Collector, Bargarh.

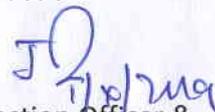
Memo No. 3116 /Dt. 01.10.19

Copy to DIO, NIC, Bargarh with a request to upload the Notice in the Official Website for general information of the public.

  
District Election Officer &  
Collector, Bargarh.

Memo No. 3117 /Dt. 01.10.19

Copy to D.I.P.R.O., Bargarh for information and necessary action.

  
District Election Officer &  
Collector, Bargarh.

**ANNEXURE-A**

**SPECIFICATION FOR CCTV/WEB CAMERA**

Sl. No	Materials	Quality Description	Specification	Rate(Per day)
1	CCTV	Good Quality	Camera with Minimum 3.5 Mega Pixle resolution with Zooming of 10X.	
2	Web Casting	Good Quality	IP bases web camera with minimum 2.4 mega pixel resolution/Night vision capability/Zooming 10X	

**Name & Full Signature of the bidder**

## CHAPTER 2 Eligibility Criteria & Mandatory Conditions

Each 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 FOR TENDERER / 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. 2.0 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 have at least 5 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 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-4: Scope of work

The Successful bidder has to undertake the Live web streaming (both audio & video) polling day and counting day events during the Simultaneous General Elections -2014 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 Polling 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 01 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 01 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 01 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 01 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 01 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
- 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 feeding from each polling station on the poll day and also from each camera in the counting centre on counting day based on which performance status of the data feed, and the live streaming at the offices. CEO/DEO/RO will be arrived as per the service level, to levy penalty 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 DEO 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.

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1. 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 DEO 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. V 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 estimated. 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 the 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)

- d. All legal proceedings, if necessary arises to institute may by any of the

## Annexure-1: Bid Undertaking

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

### UNDERTAKING

To,

The DEO, Bargarh

Collectorate, Bargarh

Sub: Undertaking for participating in Tender for Recording and Web Streaming and recording of Video and Audio for Bye Election to OZ-Bargarh AC- 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 DEO, Bargarh 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.