

## REQUEST FOR PROPOSAL (RFP)

Ref. No: 122

Date: 08/02/2024

The Addl. District Election Officer, Sundargarh proposes to select Firms/ Vendors/ Authorised Suppliers / Supplying Agencies/ Sole Proprietor for providing Digital Videography, Still Photography and CCTV services in hiring basis at various booths across Sundargarh district for the upcoming simultaneous general elections-2024.

The tender documents are available in the NIC website of Sundargarh District (<https://sundargarh.nic.in/>) and also available in the O/o the District Election Officer, Sundargarh. Interested bidders can download the tender documents from the website and submit the bid duly filled in along with all requisite documents as per the instructions of RFP with Tender document fee of Rs.500/- (Rupees Five Hundred) only in shape of Demand Draft in favour of District Election Officer, Sundargarh.

**Canvassing in any form shall be liable for disqualification.**

Last date of submission of Bid is 22.02.2024 (Thursday) by 05.00 PM. No Bid will be received after due time.

Addl. District Election Officer, Sundargarh reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

  
Addl. District Magistrate,  
Sundargarh

Memo No 123 /dt 08/02/2024 /

Copy to ADM, Sundargarh/ Rourkela/ CEO-cum-EO, Zillaparishad, Sundargarh/ Sub Collector, Sadar/ Panposh/ Bonai/ PA, ITDA, Sundargarh/ Panposh/ Bonai/ All BDOs/ All Tahasildars/ DI & PRO, Sundargarh/ Rourkela for information and necessary action. They are requested to display in their notice board for wide publicity.

Copy to all the members of District Purchase Committee constituted vide this office letter No.768/Elec Dt.21.12.2023.

Copy to Jt. Director, IT & DIO NIC, Sundargarh for information and he is requested to hoist the tender in the district website.

Copy to DIPRO, Sundargarh for information and she is requested to publish the same in one widely circulated English and Odia newspaper & submit the printed copy to District Election Office Sundargarh.

  
Addl. District Magistrate,  
Sundargarh

**TENDER FOR PROVIDING DIGITAL VIDEOGRAPHY, STILL PHOTOGRAPHY AND  
CCTV SERVICES IN HIRING BASIS AT VARIOUS BOOTHS ACROSS SUNDARGARH  
DISTRICT FOR THE UPCOMING SIMULTANEOUS GENERAL ELECTIONS-2024.**

**DISTRICT ELECTION OFFICE  
COLLECTORATE, SUNDARGARH  
PIN-770001**

Email ID: **deosng@gmail.com**

## IMPORTANT DETAILS ALONG WITH TIMELINE

|    |  |   |
|----|--|---|
| 1  | Name of the Bid  | TENDER FOR PROVIDING DIGITAL VIDEOGRAPHY, STILL PHOTOGRAPHY AND CCTV SERVICES IN HIRING BASIS AT VARIOUS BOOTHS ACROSS SUNDARGARH DISTRICT FOR THE UPCOMING SIMULTANEOUS GENERAL ELECTIONS-2024 |
| 2  | Method of selection  | Cost Based Selection / Lowest Bid   |
| 3  | a. Earnest Money Deposit (EMD)<br>b. Tender Paper Cost         | a. Rs.10000 /- (Ten Thousand) only<br>b. Rs. 500/- (Five Hundred Only)  |
| 4  | Financial Bid to be submitted together with Technical Bid      | Yes   |
| 5  | Name of the official for and addressing queries clarifications | Addl. District Magistrate, Sundargarh<br>DISTRICT ELECTION OFFICE<br>COLLECTORATE, SUNDARGARH<br>PIN-770001<br>E-mail: - deosng@gmail.com   |
| 6  | Bid Validity Period  | 120 days  |
| 7  | Bid Language   | English   |
| 8  | Bid Currency   | INR   |
| 9  | Performance Security   | 5% of the L1 value (contract value)   |
| 10 | Bid start Date & Time  | 08-02-2024 at 10:00 AM  |
| 11 | Pre-bid meeting  | 13-02-2024 at 11:30 AM  |
| 12 | Last date of receiving queries                                 | 15-02-2024 by 11:30 AM  |
| 13 | Compliance of queries to be uploaded                           | 17.02.2024 by 1.30PM  |
| 14 | Bid end Date & Time  | 22-02-2024 at 05:00 PM  |
| 15 | Opening of Technical Bid                                       | 23-02-2024 at 11:30 AM  |
| 16 | Opening of Financial Bid                                       | 23-02-2024 at 03:30 PM  |

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|---|--|--|--|
| <b>1.</b>   |  | <b>PREAMBLE</b>  |  |
| Additional District Election Officer, Sundargarh, invites tender from eligible bidders for providing digital videography, still photography and CCTV services on hire basis at various booths across Sundargarh district for the upcoming SGE-2024. |  |  |  |
| <b>2.</b>   |  | <b>SCOPE OF WORK</b>   |  |
| The scope of work for this tender is mentioned in Annexure-A  |  |  |  |
| <b>3</b>  |  | <b>PRE-QUALIFICATION CRITERIA</b>  |  |
| <b>#</b>  | <b>Condition</b>   | <b>Documentary Evidence</b>  |  |
| 1   | The bidder should be a Company registered under Indian Companies Act, 1956 or a Sole Proprietor/ Partnership Firm registered under Indian  | Copy of Certificate of Registration / Incorporation.   |  |
|   | Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.   |  |  |
| 2   | The Bidder should have minimum average annual financial turnover of <b>Rs. 2 Lakh</b> from providing digital videography and still photography, CCTV services and similar related services over the last 3 financial years (FY 2020-21, 2021-22 & 2022-23) | Copy of the audited Balance Sheet and Profit & Loss Statement of the company and<br>Certificate from the Chartered Accountant clearly stating the turnover |  |
| 3   | The Bidder should have positive net worth in last three financial years FY 2020-21, 2021-22 & 2022-23)).   | Certificate from the Chartered Accountant clearly stating the net worth.   |  |
|   | The Bidder should have<br><br>(1) Completed one work with minimum order value of <b>Rs. 90,000.</b><br><br>OR  |  |  |

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|---|---|---|
| 4   | <p>(2) Completed two works each with minimum order value of <b>Rs. 45,000.</b></p> <p>OR</p> <p>3) Completed three works each with minimum order value of <b>Rs.30,000.</b></p> <p>The works must be of Central Govt. / State Govt. /PSU / Autonomous Bodies and be related to providing digital videography, CCTV and digital still photography services and similar related services during last 7 financial years.</p> | <p>Copy of Work Order/Work Completion Certificate along with value/signed by a Competent Authority.</p>   |
| 5   | <p>The Bidder should have valid Income Tax returns for the last three assessment years (FY 2020-21,2021-22 &amp; 2022-23) and the Bidder (not individual) should have a PAN Card and GST Registration.</p>  | <p>Provide documentary proof of Income Tax returns for the last three assessment years.</p> <p>Provide copy of PAN card &amp; Copy of GST registration number</p> |
| 6   | <p>The Bidder should not have been Black listed or debarred by any Central/State Government Organization or Department in India due to poor performance at the time of submission of the bid.</p>   | <p>Declaration by the Bidder as per format given in the bid document.</p>   |
| <b>4.</b>   |   | <b>LANGUAGE OF THE TENDER</b>   |
| <p>The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. <b>Tender received without such translation copy will be rejected.</b></p> |   |   |
| <b>5.</b>   |   | <b>AVAILABILITY OF TENDER DOCUMENT</b>  |
| <p>The tender documents can be downloaded from <a href="https://sundergarh.nic.in/">https://sundergarh.nic.in/</a> in free of cost.</p>   |   |   |

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| 6.  | <b>PRE-BID MEETING</b>                          |
| There will be a pre-bid meeting on <b>13-02-2024 at 11.30 AM</b> in the Office of The Officer Chamber of Addl. District Election Officer, Sundargarh, during which the prospective bidders can get clarification about the tender.  |   |
| 7.  | <b>CLARIFICATION ON THE TENDER DOCUMENT</b>     |
| Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent <b>in writing</b> , if any to the email id: deosng@gmail.com by <b>15.02.2024 by 11.30 AM</b> as per Annexure-VII within specified time and corrigendum, if required, shall be uploaded on portal accordingly. Any other mode of submission will not be entertained.  |   |
| 8.  | <b>AMENDMENT OF TENDER DOCUMENT</b>             |
| The ADEO, Sundargarh whether on its own initiative or as a result of a query, suggestion or comment from any Applicant or a Respondent or Bidders, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on district NIC website and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.   |   |
| 9.  | <b>AUTHORISATION OF THE BIDDER</b>              |
| The Tender should be signed by the bidder or by his/her authorized agent/person.  |   |
| 10.   | <b>SUBMISSION OF TENDER IN TWO COVER SYSTEM</b> |
| <p>(a) Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions, failing which the tender will be rejected summarily.</p> <p>(b) Tender should be submitted in two parts;</p> <ol style="list-style-type: none"> <li>i. Part I will cover technical bid and</li> <li>ii. Part II will cover financial bid</li> </ol> <p>The "Technical Bid" and "Financial Bid" must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/ Information mentioned in the Tender Document. The first envelope must be marked as "TECHNICAL PROPOSAL (Tender for providing digital videography, still photography and CCTV services in hiring basis at various booths across Sundargarh district for the upcoming Simultaneous General Elections-2024)".</p> <p>The second envelope must be marked as "FINANCIAL PROPOSAL (Tender for providing digital videography, still photography and CCTV services in hiring basis at various booths across Sundargarh district for the upcoming Simultaneous General Elections-2024)" under District Election Office, Sundargarh" and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:</p> |   |

NAME OF THE ASSIGNMENT:

TENDER NUMBER AND DATE:

DEADLINE FOR SUBMISSION OF BID:

NAME OF THE BIDDER:

NAME AND ADDRESS OF THE BIDDER:

CONTACT NUMBER OF THE BIDDER:

EMAIL ID OF THE BIDDER:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be signed with seal by the authorized representative of the bidder.

(c) Bidders should ensure submission of all documents along with Part-I and Part II proposal as per the Check list given in **Annexure-X**.

(d) A tender once submitted shall not be permitted to be altered or amended.

**11.**

**EARNEST MONEY DEPOSIT**

- I. The tenderer shall furnish, as part of its Bid an EMD to the tune of Rs. 10,000/- (Ten Thousand only) & Tender Paper Cost of RS. 500 (Five Hundred Only) in form of Account Payee/ Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks, in favour of District Election Officer, Sundargarh payable at SBI Main Branch, Sundargarh. The copy of instrument of EMD & Tender Paper Cost must be enclosed along with the Bid which must be submitted in the Office of Additional District Election Officer, Sundargarh. Tender without Earnest Money & Tender Paper Cost in the prescribed form, will not be accepted.
- II. Micro and Small enterprises, as defined in MSE procurement policy issued by Department of MSME or are registered with Central Purchase Organization or the Concerned Ministry or Department or Start Ups as recognized by Department of Industrial Policy and Promotion are exempted from submitting EMD as per Finance Department O.M. No-27928/F Dt.16.10.2020.

- III. Any Bid not secured in accordance with above shall be treated as non responsive and shall be rejected.
- IV. Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- V. No interest will be paid on the Earnest Money Deposit.
- VI. The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee.
- VII. The EMD may be forfeited:  
 If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) modifies its Bid price during the period of Bid validity as specified in the Bid form and (c) In case of a Successful Bidder, if the Bidder fails to sign the Agreement, within the stipulated period.

**12.**

**VALIDITY**

The rate quoted in the Tender should be valid for the acceptance for a minimum period of **120 days** from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

**13.**

(a) The tenders received up to **05.00 PM on 22-02-2024** will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened at **11.30 AM on 23.02.2024** in presence of the available Bidders/ representatives of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders. In absence of bidders, the tender will be opened as usual.

(b) If the date fixed for opening of the tender happens to be a government holiday, the tenders will be opened at **11.30 AM** on the next working day.

(c) Any adverse/non satisfactory remarks on the performance from the clients of previous works will entail disqualification of the tender and financial bids will not be opened.

(d) The bidders fulfilling the pre-qualification criteria will be informed accordingly and the financial bid will be opened thereafter.

(e) Decision of the ADEO, Sundargarh in this regard shall be final and binding on all the participating bidders. No correspondence to this effect shall be entertained.

**14.**

**PRICE OFFER**

- (a) The rate should be quoted for Digital Videography, Still Photography & CCTV **separately for each item.**
- (b) It is mandatory for the bidders to quote the rates of each item separately. The bidder is allowed to quote rate for any one or more of the items.
- (c) The price bid should be prepared as per **Annexure-IX**. The rate on any item should be quoted **including** the conveyance charges, transportation charges, assignment charges, manpower charges, etc. which a bidder may incur while providing the services.
- (d) The rate quoted by the bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. Escalation of rate will not be permitted during the said period or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments in India within the stipulated period.

- (e) The price should be neatly and legibly written both in figures and words.
- (f) In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.
- (g) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

**15.**

**EVALUATION OF THE PRICE**

- (a) The evaluation shall inclusive of applicable taxes & rates.
- (b) The bidder who has quoted the lowest unit rate on **any category** including applicable taxes & rates will be adjudged successful on individual category and his rate shall be treated as the L1 rate w.r.t that category. There are 3 categories as per Annexure-IX.

- (a) The Additional District Election officer reserves the right of placing work Order/Contract for in this regard as per requirements to **one or more bidders** at the approved lowest rate in each category. As the instant work during Election happens to be voluminous, spread across Sundargarh District and is required to be performed promptly in a time bound manner, therefore distribution of works at approved L1 rates among technically qualified bidders may be resorted to in public interest with discretion to the purchasing committee.
- (b) While placing work order/contract to successful bidder(s), decision of the Purchase Committee shall be final and binding on all bidders. **In case of exigency & urgent election need, if required, the purchase committee reserves the right to allocate the order to any technical qualified bidder in any/all category.**
- (c) The ADEO, Sundargarh reserves the right to **increase or decrease the tentative quantity** of each category as per requirement & the work order will be placed accordingly.

(a) On receipt of the Letter of Acceptance from the ADEO, Sundargarh, the successful bidder of that category shall remit a Performance Security Deposit (SD) of **(5% of L1/Contract Value of that category)** within 07(seven) working days from the date of receipt of letter of acceptance in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks, in favour of District Election Officer, Sundargarh payable at SBI, Main Branch Sundaragrh with a validity period of 2 months beyond the date of end of contract. Amount of SD shall be communicated to him while sending LoA.

(b) Security Deposit amount remitted will not earn any interest.

(c) Upon complete fulfilment of contract by the successful bidder(s), to the satisfaction of the committee, the performance security deposit furnished by the bidder will be released after recovery of dues, if any.

(d) In case of any default on the part of successful bidder/ non satisfactory performance, performance security shall be liable to be forfeited.

(e) If required, on furnishing willingness to work on L1 rates for any category, the technically qualified willing bidders shall submit Security Deposit (SD) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank

guarantee from any of the Commercial Banks, in favour of District Election Officer, Sundargarh payable at SBI, Main Branch Sundaragrh with a validity period of 2 months beyond the date of end of contract. The amount and other conditions of SD shall be communicated to them while calling for their willingness.

**18.**

**AGREEMENT**

The successful bidder(s) shall execute a contract agreement within 07 days as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD amount remitted by the bidder will be forfeited besides cancellation of his rights.

- (a) No advance payment shall be made to the successful bidder(s) for any work.
- (b) Efforts will be made for final payments within 30 days from the date of submission of bills. The bills should be supported by duly verified challans, copy of workorders and other supporting documents, if any. These documents must be duly verified by the Authorized Officers.
- (c) The payment under each category to the successful bidder will be released after deduction of all statutory dues, as applicable as per actual service rendered subject to the satisfactory completion of the awarded work.
- (d) In case any item is rejected, the same shall be removed/called back from the site immediately and provide functional items without disruption of the assigned work by the vendor at his own cost. No payment for such items shall be made under any circumstances.
- (e) In case of theft, fire, riots, natural calamities etc., the successful contractor shall bear its loss or damages of the property or lives as the case may be and the committee shall not be liable to pay for such losses/damages etc.
- (f) In case at any stage, if it is found that extra payment has been made on any bill in the past, then the same shall be recovered from the current bills.
- (g) While making payment, Income tax/GST shall be deducted at source from the bills as per the rules of the Income Tax Act and GST Act. In case any short deduction of TDS is noticed at any time; the same will be deducted from the current bills/payments due.
- (h) The items required shall be provided at the site or at any other place as per the directions issued from time to time in timely manner without any extra cost.
- (i) The Committee will not be responsible for any loss or damage of any item supplied, due to any reason whatsoever. Responsibility of security & upkeep of items at the venue will be of the Service Provider/vendor.

**20.**

**PENALTY**

- (a) In case the bidder fails to comply with the order immediately even at a short notice, the committee will be at a liberty to have the supplies made from other technically qualified bidder at L1 rates or otherwise from other parties and the additional expenditure incurred, if any, on this account shall be recovered from the defaulting bidder. Therefore, all liabilities (in full or part) arising out of non-compliance of the order after acceptance of the terms and conditions shall be of the bidder(s).
- (b) In case at any stage, if it is found that the supplies made by the contractor(s) was not satisfactory, then penalty as decided by the committee will be imposed subject to the maximum of twice the value of that particular Work Order and minimum of Rs.5,000/- per Work Order.
- (c) In case of non-compliance of any other conditions, a penalty of Rs. 1000/- per work order shall be imposed upon the successful contractor.
- (d) Decision of the Purchase Committee in (a) and (b) above shall be final and binding on the successful bidder.
- (e) In case at any stage, if it is found that the bidder has furnished any wrong information with mala-fide intention to succeed in the bid, suitable legal action, as deemed fit by the Committee, shall be taken against the bidder.

**21.**

**TERMINATION OF CONTRACT**

- (a) Upon successful completion of the entire contract, Security Deposit will be released. On filling of an application to that effect by the bidder.
- (b) The Committee also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, even after final settlement is made to them. The bidder is liable to pay such dues to the DEO immediately on demand, without raising any dispute/protest.
- (c) The ADEO, Sundargarh reserves the right to terminate the contract at any time on account of non-fulfilment of contract or any of the reasons.
- (d) In case of any material breach or default in the performance of any obligation under the contract, the committee may terminate the contract by giving notice in writing to the bidder.
- (e) During the currency of the period of rate contract, if the successful L1 bidder wishes to terminate the contract or wants to leave the contract, he has to give at least three months' notice in advance, failing which his Security Deposit will be forfeited.

- a) Conditional Bid in any form will not be accepted.
- b) Conditions of this tender are subject to provisions of OGFR, 2023, CVC guidelines and other statutory financial guidelines issued by the Competent Authority from time to time.
- c) The committee reserves the right to relax or waive or amend or modify or revise any terms/conditions of the tender at any time.
- d) The right of final acceptance of the tender is entirely vested with the ADEO and the ADEO reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw /cancel / modify this tender without assigning any reason whatsoever.
- e) If performance of the bidder is not up to the mark, the committee reserves the right to reallocate full / part order to other qualified bidders. Any additional cost incurred by the ADEO due to such reallocation should be borne by the bidder.
- f) Any notice regarding any problem, to the bidder shall be deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
- g) In the course of discussion and instruction, the ADEO may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.

- (h) The successful bidder should comply with the statutory labor norms such as minimum wages Act with regards to the manpower deployed for the execution of the contract.
- i) It will be the responsibility of the successful contractor to comply with all the statutory requirements pertaining to fulfilling the contract e.g. NOC/Licenses from relevant Authorities. In case of noncompliance, the contractor shall be held responsible and penalty if any imposed on the ADEO will be recovered from him.
- (j) All the items to be provided under the Contract should be of good quality and must fulfil all legal criterions as these will be needed for conducting Election.
- (k) It shall be the responsibility of the successful bidder that all these equipment are always in good condition and function properly 24X7. For this purpose, preventive maintenance must be carried out without disturbing the regular service. Additional power backup for camera should also be ensured without fail.
- (l) All the data generated by usages of cameras/CCTVs will be the sole property of the DEO and this data must be handled safely. The same may be handed over to the ADEO, as directed, in proper storage device.
- (m) Items may be required at short notice and at any place across Sundargarh for conduct of election and therefore the successful bidder is supposed to have enough stock of items at its disposal at any point of time.
- (n) The successful bidder will be bound by time schedule for providing items. Therefore, the successful bidder must have adequate and effective supervisory mechanism for providing uninterrupted supplies.
- (o) The successful bidder shall depute at least 03 managers in the office of the DISTRICT Election Officer, Sundargarh for liaising so that the work/supply is done/made smoothly in a time bound manner. Besides liaising manager, the successful bidder will have to provide 01 operator/per camera 24X7 at all the locations where the camera shall be used.**
- (p) The quantity of items shown in the **Price Bid (ANNEXURE-IX)** is indicative only. It may increase or decrease as per the actual requirements of the committee.

- (a) Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The ADEO will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. The ADEO will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure.
- (b) Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during tender process till the stage of execution of agreement.
- c) After completion of Videography, still photography and CCTV, all the data has to be arranged on the Hard disks and handed over to the O/o- Collector & DEO, Sundargarh in **DVD/ External Hard Disk in 2 copies**. After handing over the data, the bidder shall not retain any video or data in their computers or in any form of storage with them. Any deviation in this regard may draw legal action as per law.

- a) The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything contained in this tender, the ADEO shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the "Prohibited Practices") in the Selection Process.
- b) In such an event, the ADEO shall,
- Forfeit and appropriate the Bid Security or Performance Security.
  - Debar it from participation in any tender issued by the DEO during a period of 2 years from the date such Bidder, is found by the DEO to have engaged or indulged in such practice.
- c) Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official/Consultant of the ADEO who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- d) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) "Coercive or property to influence any person's participation or action in the Selection Process; practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- f) The Bidder is required to comply with terms of Integrity Pact as applicable.

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics (including lack of advertisement business due to economic slowdown on account of pandemics), quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).
- b) The affected Party shall provide to the other Party a notice of happenings, within 07 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.
- c) That no penalty shall be levied on the Bidder in case of force majeure event.
- d) That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 15 days, DEO at its option may terminate the contract.
- e) Provided also that if the contract is terminated under this clause, the Committee shall be at liberty to take over from the Bidder at a price to be fixed by the DEO, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the DEO may deem fit, if mutually agreeable between the Parties.
- f) For the purposes of this Contract, "Force Majeure" shall not include:  
Any event which is caused by the negligence or intentional action of a Party,  
Insufficiency of funds or inability to make any payment required hereunder

g) Measures to be taken:

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 07 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

h) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Committee, shall either:

- Demobilize; or
- Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations, to be constituted by the DEO.

j) Measures to be taken:

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 07 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

k) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Committee, shall either:

- Demobilize; or
- Continue with the Services to the extent possible, in which case they shall

continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

- l) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations, to be constituted by the ADEO.

**26.**

**DISPUTE REDRESSAL MECHANISM**

- a) All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to the agreement between parties shall be resolved by mutual discussions / reconciliations in good faith.
- b) If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined above, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /Amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.
- c) 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.
- d) 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.
- e) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.
- f) Place of Arbitration - The place of arbitration shall be at Sundargarh.

- g) English Language - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- h) Enforcement of Award - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- i) Performance During Arbitration - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

**27. JURISDICTION OF THE COURT**

Any dispute arising out of non-fulfilment of any of the terms and conditions of the agreement or any other dispute arising out of the arbitration award will be subjected to the jurisdiction of the Courts in Sundargarh only.

**PART-I (Covering Letter)**

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

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

.....,

.....

Sub: TENDER FOR PROVIDING DIGITAL VIDEOGRAPHY, STILL PHOTOGRAPHY & CCTV SERVICES IN HIRING BASIS AT VARIOUS LOCATIONS ACROSS SUNDARGARH FOR THE UPCOMING SIMULTANEOUS GENERAL ELECTIONS - SUBMISSION OF PART I – Reg.

Ref: Your Tender Notice \_\_\_\_\_ dated \_\_\_\_\_

Sir,

With reference to your tender notice, we submit herewith the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Authorization letter from the bidder for the person to sign the tender.
- 3) Details of the Bidder (as per **Annexure – II**).
- 4) Annual turnover statement duly certified by a Chartered Accountant (as per **Annexure – III**)
- 5) Details of work completed (as per **Annexure –IV**)

- 6) Declaration for not having blacklisted by either the registration department or any other Government Agencies (as per **Annexure – V**).
- 7) Declaration for not having tampered the Tender documents downloaded from the website (**Annexure – VI**).
- 8) Certificates as required in pre-qualification clause.
- 9) Address proof document for having a full-fledged office in Odisha or an undertaking to setup office at Odisha.
- 10) Notarized translated English version of the documents in a language other than English, if any.
- 11) Any other relevant documents including EMD & tender paper cost.

Yours faithfully,

**SIGNATURE OF THE BIDDER**  
**(with seal and address)**

**Encl: As stated above**

**DETAILS OF THE BIDDER**

| <b>S.No.</b> | <b>Particulars</b>                   | <b>Description/Details</b> |
|--------------|--------------------------------------|----------------------------|
| <b>A</b>     | <b>Name of Bidder</b>                |                            |
| <b>B</b>     | Contact Details                      |                            |
|              | Registered Office Address            |                            |
|              | Telephone No.                        |                            |
|              | Fax                                  |                            |
|              | Email                                |                            |
|              | Website                              |                            |
| <b>C</b>     | <b>Incorporation Details</b>         |                            |
|              | Incorporation Number                 |                            |
|              | Date of Incorporation                |                            |
|              | Authority                            |                            |
| <b>D</b>     | <b>Name of Authorized Signatory</b>  |                            |
|              | Position                             |                            |
|              | Telephone                            |                            |
|              | Fax                                  |                            |
|              | Mobile                               |                            |
|              | Email                                |                            |
| <b>E</b>     | <b>Number and Address of Offices</b> |                            |
|              | In Odisha                            |                            |
|              | Outside Odisha                       |                            |

**SIGNATURE OF THE BIDDER**

**ANNUAL TURN OVER STATEMENT**

The Annual Financial turnover of M/s .....  
for the past three years are given below and is certified that the statement is true and correct.

| <b>S.NO</b>         | <b>Year</b> | <b>Turnover<br/>(Rs. in lakh)</b> |
|---------------------|-------------|-----------------------------------|
| 1.                  | 2020-2021   |                                   |
| 2.                  | 2021-2022   |                                   |
| 3.                  | 2022-2023   |                                   |
|                     | Total       |                                   |
| Average<br>turnover | annual      |                                   |

**DATE:**

**SIGNATURE OF THE BIDDER**  
**(with seal and address)**

**SIGNATURE OF CHARTERED ACCOUNTANT**  
**(With seal and Address)**

**Details of Work Completed during last 07 years**

**(Please provide the details for each work along with work order)**

| S.No | Name & address of the client | Location of the work (Town/State) | Name of the contact person and contact details for the client | Name of work | Work start date | Work end date | Work order enclosed (Yes/No) | Work completion certificate along with Value enclosed(Yes/No) |
|------|------------------------------|-----------------------------------|---|--------------|-----------------|---------------|------------------------------|---|
| 1.   |                              |                                   |   |              |                 |               |                              |   |
| 2.   |                              |                                   |   |              |                 |               |                              |   |
| 3.   |                              |                                   |   |              |                 |               |                              |   |
| 4.   |                              |                                   |   |              |                 |               |                              |   |
| 5.   |                              |                                   |   |              |                 |               |                              |   |

**SIGNATURE OF THE BIDDER**  
**(with seal and address)**

**CERTIFICATE**

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

Certified that M/s...../the firm/company or its partners/shareholders had not been blacklisted by any Government Agencies.

**SIGNATURE OF THE BIDDER  
(with seal and address)**

**ANNEXURE – VI**

**DECLARATION FORM**

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

a) I/We .....  
having our office at ..... do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no. \_\_\_\_\_ for rate contract for providing digital videography, still photography & CCTV services at hiring basis at various locations across Sundargarh for the upcoming Simultaneous General Election-2024 to Sundargarh district and will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the Web Portal and I/We have not tampered/modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/We understand that my/our tender will be summarily rejected and I/We am/are liable to be banned from doing business with the DEO or prosecuted.

**SIGNATURE OF THE BIDDER  
(With seal and address)**

## CLARIFICATION ON TENDER DOCUMENT FORMAT

| <b>BIDDER'S REQUEST FOR CLARIFICATION</b>               |                                      |  |  |
|---|--------------------------------------|--|--|
| Name and Address of the Organization submitting request |                                      | Name and Position of Person submitting request   | Contact Details of the Organization/ Authorized Representative |
|   |                                      |  | Tel:   |
|   |                                      |  | Fax:   |
|   |                                      |  | Email:   |
| <b>Sl. No.</b>  | <b>References(s) (Section, Page)</b> | <b>Content of Tender requiring Clarification</b> | <b>Points of clarification Required</b>                        |
| 1.  |                                      |  |  |
| 2.  |                                      |  |  |
| 3.  |                                      |  |  |

**SIGNATURE OF THE BIDDER**  
(With seal and address)

**PART-II (Covering Letter)**

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

.....  
.....

Sub: TENDER FOR PROVIDING DIGITAL VIDEOGRAPHY, STILL PHOTOGRAPHY & CCTV SERVICES IN HIRING BASIS AT VARIOUS LOCATIONS ACROSS Sundargarh FOR THE UPCOMING GENERAL ELECTIONS Submission of Part – II-

Price Offer – Reg

Sir,

In continuation of our above tender, we submit herewith the price offer For rate contract for providing digital videography, still photography & CCTV services on hire basis at various locations across Sundargarh for the upcoming general elections to the three municipal corporations of Sundargarh as specified by the ADEO, Sundargarh in this tender document.

We agree to abide by the terms and conditions stipulated by the Committee and also agree to complete the entire contract, at the rates quoted by us.

The rate quoted and approved by the ADEO Sundargarh in this tender will hold good as per the ADEO Sundargarh tender conditions.

Yours faithfully,

**SIGNATURE OF THE BIDDER  
(with seal and address)**

## ANNEXURE-IX

## PRICE BID

| Category | Name of the work  | Unit        | Estimated Usage/<br>Quantity<br>(Tentatively) | Per Unit Rate<br>Including<br>all rates<br>& taxes<br>with<br>words &<br>figure |
|----------|---|-------------|---|---|
| 1        | 24 hours<br>Digital<br>Videography<br><b>with<br/>operator</b> with<br>HD Camera of<br>Branded<br>Company.    | Per<br>Unit | 100   |   |
| 2        | Digital Still<br>Photography<br>with operator<br>(for 12 hours)<br>with HD<br>Camera of<br>Branded<br>Company | Per<br>Unit | 100   |   |
| 3        | Full day (24<br>Hours) full<br>CCTV setup<br>with operator  | Per<br>Unit | 200   |   |

|        |   |
|--------|---|
| Note:1 | Taxes should be quoted inclusively with unit price. Cost includes the manpower, travel, instrument & all other costs.   |
| Note:2 | In case of discrepancy between the prices quoted in words and in figure, the lower of the two will be considered.   |
| Note:3 | (a) The Price bid should be quoted for Digital Videography, Still Photography & CCTV separately for each item.<br>(b) It is mandatory for the bidders to quote the rates of each item separately. The bidder is allowed to quote rate for any one or more of the items. If the bidder isn't quoting for any one of the categories, it must be strike out as <b>"NOT APPLICABLE"</b> |

|        |  |
|--------|--|
| Note:4 | The Bidder offering the lowest rate on individual category shall be treated as successful bidder and his rate will be taken as L1 rate for that category.                      |
| Note:5 | Extra Work up to 30 minutes beyond prescribed limit of 12 Hours, shall not be treated as extra hours. Thereafter, additional charges, if any, shall be paid on pro-rata basis. |

**CHECKLIST OF DOCUMENTS****Documents to be enclosed in Part-I:**

| <b>S.No</b> | <b>Checklist</b>   | <b>Enclosed<br/>(Yes/No)</b> | <b>Reference<br/>In the Bid<br/>(Page<br/>no.)</b> |
|-------------|--|------------------------------|--|
| 1.          | A covering letter on your letter head addressed to the Additional District Election Office, Sundargarh (as per ANNEXURE – I)   |                              |  |
| 2.          | Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions                            |                              |  |
| 3.          | Authorization letter from the bidder for the person to sign the tender   |                              |  |
| 4.          | Details of the Bidder (as per ANNEXURE – II)   |                              |  |
| 5.          | Average annual turnover statement duly certified by a Chartered Accountant (as per ANNEXURE – III)                             |                              |  |
| 6.          | Details of work completed during last 07 years (as per ANNEXURE –IV)   |                              |  |
| 7.          | Certificates as per requirement of pre-qualification clause.   |                              |  |
| 8.          | Address proof document for having a full-fledged permanent office in Odisha or an undertaking to setup office at Odisha        |                              |  |
| 9.          | Declaration for not having black listed either by Registration Department or by any other govt. Agencies (as per ANNEXURE – V) |                              |  |
| 10.         | Declaration for not having tampered the Tender documents downloaded from the website (as per ANNEXURE – VI)                    |                              |  |
| 11.         | Notarized translated English version of the documents in a language other than English, if any.                                |                              |  |
| 12.         | EMD, tender paper/Other documents.   |                              |  |
| 13.         | A covering letter on the letter head (as per Annexure-VIII)  |                              |  |
| 14.         | Duly signed copy of Annexure-X   |                              |  |

**SIGNATURE OF THE  
BIDDER**

**(With seal and address**

**Scope of Work:**

- a) The Additional District Election. Officer, on the basis of size of the constituency (07 ACs), number of critical polling stations, polling stations falling in vulnerable area, previous history of booth capturing and other malpractices, the general law and order situation, the likelihood of committing corrupt practices and electoral offences and other related factors and after consultation with the Chief Electoral Officer should decide the number of video camera teams needed for each Constituency in the district.
- b) Each member of the videography team deployed for recording of the proceedings/ important events shall be given proper duty passes for this purpose.
- c) The service provider shall be screened thoroughly by obtaining information on their professional competence, track record, financial viability and other related factors like political affiliations etc.
- d) **Individual videographers engaged by the service provider should not belong to any political party or should not be known sympathizers or supporters or close relatives of any contesting candidates or leaders of any political party and should not have been hired by any political party or contesting candidate.**
- e) Videography recording is not restricted to poll day but covers entire spectrum of critical poll processes.
- f) Video cameras may be used to capture still photography wherever so required.
- g) CCTV coverage can be provided for the poll processes scheduled/ happening inside rooms/halls like nomination, scrutiny, withdrawal, symbol allotment, EVM/VVPAT related processes etc.
- (h) Photography may be carried inside the Polling Stations to photograph electors and cover poll proceedings **without compromising the secrecy of voting.**

- ✦ (i) Arrangements for 360<sup>0</sup> CCTV coverage inside the room and at the exit gate of the room shall be made to record the process of nomination, scrutiny, withdrawal and allotment of symbol.
  
- (j) Other critical events such as important public meetings, processions during election campaign, processes related to postal ballot papers, polling process in identified critical polling stations, storage of polled EVM/VVPATs, Opening of Strong Rooms before taking out the EVM/VVPATs for counting and counting process etc. shall be recorded in CCTV or through videography.
  
- (k) The videographer shall make sure that all other important events *inter alia* listed below are properly recorded:
  - i. Attempts of intimidation of voters.
  - ii. Attempts of inducement/ bribing of voters.
  - iii. Canvassing within 100 metres of Polling Stations
  - iv. Positioning of voting compartment
  - v. Assured Minimum Facilities (AMP) at the Polling Station
  - vi. Presence of polling agents
  - vii. Mock Poll.
  - viii. Clearing of Mock Poll
  - ix. Sealing of EVMs and VVPATs.
  - x. Process of identification of voters.
  - xi. Voters in queues.
  - xii. The length of queue at the time fixed for close of poll.
  - xiii. Any dispute of any nature at the Polling Station.

- xiv. Visit by Sector Officers, Observers and other electoral functionaries or any important person including the candidates.
- xv. Replacement of EVMs/VVPATs, if any.
- xvi. Any reportable or objectionable incidents at the Polling Stations. Xvii. Any other processes or events specified by DEO/RO
- (l) All videography and photography should be done with date and time stamping so that the real time and date can be verified.
- (m) Videographers, so deployed, shall not be making random videography but shall follow protocol provided by the Committee in recording events.
- (n) Cameras shall be placed/ handled in such a manner that they can record the general proceedings at the Polling Station including the process of identification of voters, application of indelible ink, voting compartment etc., on poll day. On counting day, the CCTV/ videography camera shall be placed in such a way that it captures the general proceeding and do not focus on the display of the Control. Unit. Proper care should be taken to ensure that the secrecy of voting is not violated in any manner in either case.
- (o) Storage devices, containing unedited video recording should be sealed, clearly labelling/indexing all the details contained therein must be handed over.