

**RFP FOR SELECTION OF  
COMPUTER FIRMS FOR THE REVISION OF ELECTORAL ROLLS  
AND PREPARATION OF ELECTORS' PHOTO IDENTITY CARDS  
DEO & COLLECTOR DHENKANAL**

RFP No. *263* /Elec.Dated. *21* .08.2021

| <b><u>SCHEDULE OF EVENTS</u></b>                                     |  |
|--|--|
| 1. Publication of Tender :   | <b><i>23<sup>rd</sup> August 2021</i></b>    |
| 2. Last date of submission of Bids                                   | <b><i>14<sup>th</sup> September 2021</i></b> |
| 3. Opening of General Bid:   | <b><i>14<sup>th</sup> September 2021</i></b> |
| 4. Notification of qualified bidders based on General bid evaluation | <b><i>14<sup>th</sup> September 2021</i></b> |
| 5. Opening of Financial Bid  | <b><i>16<sup>th</sup> September 2021</i></b> |

*21/08/2021*  
**D.E.O. & Collector  
Dhenkanal**

**REQUEST FOR PROPOSAL (RFP)**

**Ref. No:**

**Date:**

The District Election Officer & Collector, Dhenkanal (DEO & COLLECTOR) proposes to select one computer firm for the revision of electoral rolls and preparation of Electors Photo Identity Cards (EPICs).

The DEO invites Request for Proposal (RFP) from eligible Computer / Data Entry Firms for undertaking:

1. Data entry work relating to preparation of Electoral Rolls
2. Scanning of documents.
3. Printing of Electors' Photo Identity Cards (EPIC) &
4. Preparation of Multiple Copies of Electoral Roll as per the RFP document.
5. Setting up Permanent/Temporary Centre at District/Sub-Division Level/Tahasil level.

The tender documents are available in the website [oridhe@nic.in](mailto:oridhe@nic.in). Interested bidders can download the tender documents from the website and submit the bid duly filled in along with the tender document fee of ₹500/- (Rupees Five hundred only) in shape of a Demand Draft in favor of DEO & Collector, Dhenkanal payable at Dhenkanal. It is also available in the O/O DEO & Collector, Dhenkanal on Submission, of tender cost of Rs. 500/- and receipt therein should be submitted with the bid.

Canvassing in any form shall be liable for disqualification.

Last date of submission of RFP is **14.09.2021** by **5:00** Pm. No RFP will be received after due time.

DEO & Collector, Dhenkanal reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

  
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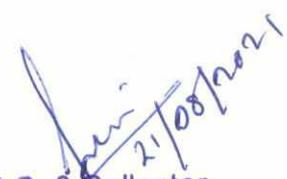
## SECTION I: INVITATION FOR PROPOSALS

### INTRODUCTION

The DEO & Collector, Dhenkanal proposes to select computer firms for execution of works relating to preparation of Electoral Roll and Electors' Photo Identity Cards (EPICs) for all the Assembly Constituencies of the Sub-Division and other election related works.

Through this **Invitation for Proposals**, the DEO & Collector, Dhenkanal invites proposals from eligible firms to undertake the following:

- ✓ Preparation of Draft Roll through integration and consolidation of Supplementary Roll with Mother (Draft) Roll after necessary correction of data. The correction may involve addition, modification and deletion of electors' records.
- ✓ Preparation of Supplementary Roll through Data Entry. i.e. addition, correction & deletion of electors record from the list prepared by the Electoral Registration Officers.
- ✓ Generation of PDF documents for both Draft & Supplementary Roll and Laser printing (600 DPI) of master copies.
- ✓ Capturing of photographs & Preparation of defect-free Electors' Photo Identity Cards (EPIC) as per the requirements of the Election Commission of India.
- ✓ Scanning of documents provided by the electors along with the forms (Form6, 6A, 7,8 and 8A)/ Maps of Polling Booths, if required.
- ✓ Preparation of multiple copies of the Electoral Roll through the method of Laser Printing, if required.
- ✓ Date entry of Format 1 to 8 received during Special drive House to House verification by the BLOs.

  
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## SECTION II: PREQUALIFICATION

### ELIGIBILITY CRITERIA

The firms must fulfill the following eligibility criteria:

1. The bidder should have average annual turnover of at least ₹20 (Twenty) Lakhs during the last 3 financial years ending 31<sup>st</sup> March 2017.
2. The bidder should have Certificate of GSTIN, EPF Registration (if there are more than 20 employees) and PAN Card.
3. Have minimum required infrastructure and personnel per Assembly constituency as specified below. A declaration in this regard has to be submitted as per Annexure-I and Undertaking / Certificate as per Annexure-I-A.

- 6 Nos. of i3 with 4GB RAM/512 GB HDD/CD or DVD WR) with UPS or laptop with similar configuration running on licensed copy of Windows 8.1 or above
- Adobe Acrobat 9 or above
- Authentic Anti-virus software
- 1 MBPS dedicated internet connection
- At least 4 Data Entry Operators / as per the requirement of ERO with knowledge and experience in Odia and English language typing per A.C. The vendor will submit the A.C.-wise list of Data Entry Operators to be engaged for their efficiency test by the concerned ERO preferable prior to seven days of Draft publication for quality delivery.
- 1 No of Hardware Engineer
- 1 No of Laser Printer (600 OPI, 20 PPM)
- 1 No of PVC Card Printer (both sides printing)
- 3 Flat Bed high speed Scanner
- 1 No of Supervisor

Note: Bidders should have to deploy additional equipment and resources, required to complete the work as per schedule.

4. The bidder should have successfully implemented or in process of implementation of at least two (2) Govt. projects of data entry job or Electoral Roll/EPIC assignments of a value of at least 2(two) lakhs each. The Purchase Order/ Work Order of the Project(s) must have been issued during last three financial years.

**Note: While selection of the Computer Firm the DEOs & Collectors are at liberty whether to consider any particular firm having past record of poor performance.**

5. The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practice.

Firms meeting the above eligibility criteria may participate in the tender as per the RFP document.

**In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected. Only successful pre-qualifiers will be called for financial evaluation.**

Note:

**Relevant self-attested copies of documents in support of the above criteria must be enclosed along with General Bid documents failing which the bid will be liable to be rejected.**

SECTION III: SCOPE OF WORK

**DATA ENTRY WORK AND PRINTING OF ELECTORAL ROLL**

- The selected Computer Firm (bidder) will be provided with polling station wise application forms of the list of addition, deletion and correction, photo merging of Electors record in respect of entire Assembly Constituency or Assembly Constituencies or a part of Assembly Constituency.
- The Application Software/Web link for data entry, printing of roll, printing of EPICs and other reports along with the required access to the existing Electors Database of the assigned Assembly Constituency and maps(in PDF form) of Assembly Constituencies and Booths will be provided to the selected vendors for the purpose.
- The data entry, i.e., addition, correction & deletion of Electors record, check list printing and validation work will have to be completed by the bidder on their own by using their computer, printer, requisite computer stationeries and operator within the scheduled time. An approximate norm for data entry work is indicated below.
- Upload scanned copy of corrected applications and additional support documents (All Pages of Form which is filled by applicant, Address Proof (1 page), Age Proof (1 Page)) collected by BLO.Data Entry operator can upload scanned documents for further verification and for record purposes.
  - (i) Data entry of Form 6 (Inclusion of names)- 150-200no. of forms per Data Entry Operator per day.
  - (ii) Data entry of Form 6A (Inclusion of names of Overseas Electors) - 150-200 no. of forms per Data Entry Operator per day.
  - (iii) Data entry of Form 7 (deletion of names)-150-200 no. of forms per Data Entry Operator per day.
  - (iv) Data entry of Form 8 (correction of names)- 150-200 no. of forms per Data Entry Operator per day.
  - (v) Data entry of Form 8A (transposition of names)- 150-200 no. of forms per Data Entry Operator per day.
  - (vi) Data entry of Form EPIC-001-150-200 no. of forms per Data Entry Operator per day.
- **Enter BLO field verification report and Upload checklist which is verified by BLO.Operator will gets list of forms 6/ 6A/ 7/ 8/ 8A which are under process. He/ she can filter list on the basis of date/part number. Operator can also search forms on the basis of either Form Number or EPIC Number. Here operator makes entry of field verification report and upload scanned report.**

- Integration and consolidation of Mother (Draft) Roll will be done with Supplementary Roll with necessary correction and verification of data.
- New/Revised Maps for Booths may be scanned to replace the old booth maps(PDF file of booth map) if required.
- Generation of PDF documents for the Draft Roll and Laser printing (600 DPI) of Polling station wise copies of Photo Electoral Roll on A4 size 75 GSM white paper.
- Data entry of Electors Record from the Supplementary list prepared by the Electoral Registration Officer, check list printing and validation/correction work.  
Generation of PDF documents for the Supplementary Electoral Roll and Laser printing (600 DPI) of copies of Photo Electoral Roll on A4 size 75 GSM white paper.
- The bidder has to deliver the copies of Photo Electoral Roll, backup CDs of updated Electors database, PDF files for Electoral Rolls (with photo and without photos) and maps of Assembly Constituencies and Booths.
- Work will be carried out by the selected Computer Firm in the premises specified by DEO& Collector / ERO-cum-Sub-Collector.
- The Successful Bidder has to perform additional data entry work relating to election over and above the work for which request has been invited, if Election Commission of India directs to perform in the interim period. The price for the additional data entry will be calculated on the basis of rates quoted and approved for data entry in respect of Form – 6, i.e. the price of data entry of each 25 characters in form 6 will be the rate of data entry of 25 characters of additional work on an average.
- Printing work related to election can be assigned to the vender apart from the above works on average of the count of characters

*N.B.: All copies of the Photo Electoral Roll must be printed through Laser Printer with original cartridges only..*

***PRINTING OF ELECTORS' PHOTO IDENTITY CARDS (EPIC):***

- Preparation of defect-free EPIC of residual electors of Electoral Roll and/or newly/freshly included electors in the Electoral Roll as the case may be. Capturing of photograph has to be done if required,
- The Application Software for printing EPICs and required access to the electors Database of the assigned Assembly Constituency will be provided for the above purpose. The EPICs will be prepared in either on-line or off-line mode. Further, the Computer Firms is required to print EPIC basing on the request made to the ERO by electors in Form EPIC-001 on day to day basis.

- Photographs must be taken with a good quality digital camera to ensure resolution 320x240 pixels, in JPG format and Color mode. It should be taken in a manner so that the area covered by the face should be at least 75% of the area of the photograph.
- The photograph on the EPIC should be the frontal view of elector of size 3.2 cm (vertical) by 2.4 cm (horizontal) with a variation of size of plus or minus 10%.
- Proper registers should be maintained for existing electors with Assembly Constituency No, Booth No. and Elector's No. for reference of their respective photographs. The photos will be merged with reference to this register.
- The photography programme will be executed as per the guidelines of Election Commission of India. This will be executed through on-line/off-line mode at the designated locations to be specified by the concerned Electoral Registration Officers/District Election Officers.

### **MULTIPLE COPIES OF ELECTORAL ROLL**

- All the copies of the Photo Electoral Roll shall have to be made through laser printing.
- The copies will be made Polling Station wise in A3/A4 size 75 GSM white papers on both side printing, folded to A4 size and middle / side stitched respectively in the form of booklet.
- The paper required for the purpose with above specifications, shall have to be arranged by the bidder itself.
- The rate for printing of copies may be quoted in terms of per printed page (A4 size) per copy including paper cost separately in the enclosed format.

**Place of executing the work: Sub-Division Head Quarters**

  
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## SECTION IV: INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Interested firms are required to submit each of their General Proposals, Financial Proposals in SEPARATE sealed envelopes as per the detailed instructions given below. All the pages of the bid should be signed with seal of the firm.

The sealed envelope containing the proposals must be delivered to the Office of the DEO & Collector, Dhenkanal by Registered post/Speed Post of Indian Postal Dept. or dropped in the assigned box at the DEO's office. No other mode of delivery shall be accepted.

### GENERAL PROPOSAL

The General proposal should include the following documents:

1. Cost of RFP OF ₹500/- (Rupees Five Hundred only) in the shape of Demand Draft/ Bankers Cheque drawn in favour of DEO & Collector ,Dhenkanal payable at the district headquarters.
2. EMD of ₹6,000/- (Rupees Six Thousand only) in the shape of Demand Draft/ Bankers Cheque drawn in favour of DEO & Collector ,Dhenkanal payable at the district headquarters. In case the bidder(s) are local MSEs registered under DIC, O.K &V.I. and Handicraft Industries, OSIC & NSIC will be exempted from EMD, Subject to submission of relevant valid certificate.
3. The bidder should have necessary infrastructure and personnel as specified in Annexure-I. A declaration in respect of the same is to be attached.
4. Detailed profile of the Company as per Annexure-II
5. Letter of Authorized Representative as per Annexure-III
6. Declaration of ineligibility for corrupt or fraudulent practice as per Annexure-IV
7. Audited financial Statement of last three financial years, up to the financial year ending 31<sup>st</sup> March 2020.
8. Photocopy of valid PAN Card, Photocopy of GSTIN and Photocopy of EPF Registration Certificate (if applicable).
9. List of Projects undertaken along with work order of value of at least 2lacs during the last three years for Govt. data entry job/ Electoral Roll/EPIC assignments, if any. A minimum of two (2) Work Order/Completion certificate of value of at least 2lacs should be submitted by the bidder.
10. Proposals submission letter on the letterhead of the firm as per Annexure-V

  
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## **FINANCIAL PROPOSAL**

The financial proposal should consist of the following documents:

- Financial proposal as per Annexure-VI

The prices quoted should be excluding of taxes. The quoted price will be valid till **31st March 2025**.

### **GENERAL INFORMATION**

#### **1. Amendment of Invitation**

At any time prior to the deadline for submission of Proposals, DEO & Collector, Dhenkanal reserves the right to add / amend / delete any portion of this document by issuance of a corrigendum/addendum, which would be published on the web site/ office notice board. The corrigendum/ addendum shall be binding on all firms.

In case of any discrepancy between the Press Advertisement, other detailed provisions of the RFP print-document and the updated version on the web, the Web-version will prevail.

#### **2. Amendment of Proposals**

- Proposals once submitted cannot be amended. However, in case of administrative exigencies, the DEO & Collector, Dhenkanal may decide to obtain fresh proposals from all the firms before actually opening of the proposals.
- In order to offer prospective firms, reasonable time to make amendment in their proposals ,DEO & Collector,Dhenkanal may, at his discretion, extend the deadline for submission of proposals. However, no such request in this regard shall be binding on the DEO& Collector,Dhenkanal.

#### **3. Currency.**

Prices shall be quoted in **Indian Rupees** (both in figures & in words).

#### **4. Period of Validity of Proposals**

- For the purpose of placing the order, the proposals shall remain valid till **31<sup>st</sup>March; 2025**.A proposal valid for a shorter period will be rejected by DEO as being non-responsive.
- In exceptional circumstances, DEO may extend the period of validity and shall be binding on the Firms. Which will be bound on the firms?

#### **5. Formats and Signing of Proposals**

- The original and all copies of the Proposal shall be neatly typed and shall be signed, by an authorized signatory (ies) on behalf of the Firm. The authorization shall be provided by written Power of Attorney accompanying the Proposal. All pages of the Proposal, except for unamended printed literature, shall be signed by the person or persons signing the Proposal.
- **The Proposal shall contain no interlineations, erasures or overwriting. In order to correct errors made by the firm, all corrections shall be done & initialed by the authorized signatory after striking out the original words/ figures completely. No corrections shall be permitted once the proposals are opened.**

*25/08/2025*

## 6. Sealing and Marking of Proposals

- The Firm shall seal & mark various parts of the Proposal as follows:
  - a) General Proposal in one envelope super-scribed with words "General Proposal for Electoral Roll Revision & EPIC" & "DO NOT OPEN BEFORE \_\_\_\_". This envelope will also contain the EMD and receipt of DD of Rs.500/- as cost of RPF in another small envelope inside it.
  - b) Financial Proposal in one envelope super-scribed with words "Financial Proposal for Electoral Roll revision & EPIC"& "DO NOT OPEN BEFORE \_\_\_\_".
  - c) Every page of the bid paper must be signed by the firm with official seal.
  - d) All the envelopes shall be sealed in a covering envelope super scribed with words  
"Ref. No:\_\_\_\_ dated \_\_\_\_\_"&  
"Proposal for Electoral Roll revision & EPIC ".
- Every envelope and forwarding letter of various parts of the Proposal shall be addressed as follows:

The DEO & Collector,Dhenkanal  
District Office, Dhenkanal
- If the envelopes are not sealed as per Para and marked as required above, DEO& Collector shall assume no responsibility for the Proposal's misplacement, premature opening, misinterpretation or loss of contents.
- The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures.

## 7. Late Proposals

Any proposal received after the deadline for submission of proposals prescribed by DEO & Collector,Dhenkanal liable to be rejected.

## 8. Withdrawal of Proposals and Proposals for additional items of work

- Proposals cannot be withdrawn after opening of the bid document.
- Fresh proposals may be called from the qualified bidder in the General bid for any item(s)/additional item(s) of work, if so required.

9. Any dispute in this regard can be challenged within the jurisdiction of the district court only.

  
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Dhenkanal  
21/08/2021

## SECTION-V: TERMS AND CONDITIONS OF THE RFP

### PART A: SUBMISSION OF PROPOSALS

#### 1. Submission and Opening of Proposals

- Proposals would be considered only when submitted in the prescribed RFP document (non-transferable). Proposals duly filled and accompanying all supporting documents should be submitted as per the schedule specified at clause 1 of GENERAL INFORMATION after which no proposals shall be accepted and would be liable for outright rejection.
- Proposals shall be fully in accordance with the requirements of the General Terms and Conditions. Appropriate forms specified in this RFP Document shall be used. *Incomplete, illegible and unsealed Proposals* shall be rejected.
- The Price and conditions of the offer should be valid till **31st March, 2025**. Proposals with period of lesser validity are liable to be rejected.
- Modification of specifications and extension of closing date for invitation of RFP, if required will be made by an *Addendum*.
- Firms shall carefully examine the RFP document and the specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof.
- While Proposals are under consideration, firms and their representatives or other interested parties, are advised to *refrain from contacting by any means the staff/officials of the DEO's office* on matters relating to the Proposals under study. O/o of the DEO & Collector, Dhenkanal if necessary, will obtain clarification on Proposals by requesting such information from any or all the firms either in writing or through personal contact as may be necessary. The firm will not be permitted to change the substance of it's offer after the Proposals have been submitted. Any attempt by any firm to bring pressure of any kind, DEO & Collector may disqualify the firm for the present bid and the firm may be liable to be debarred from bidding for offers from the office of the DEO & Collector in future for a period of three years.

#### 2. Right to Cancel or Withdraw the Invitation of RFP

Notwithstanding anything else contained to the contrary in this RFP document, the District Election Officer & Collector, Dhenkanal reserves the right to cancel/withdraw / modify fully or partially the "Invitation of Proposals" or to reject one or more of the Proposals without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

#### 3. Cost of Proposal Submission

The firm shall bear all costs associated with the preparation and submission of its Proposal and DEO shall in no case be responsible or liable for these costs, whether or not the Proposals finally accepted or whether invitation of RFP is cancelled /withdrawn /modified fully or partially.

  
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#### 4. Disqualification or Rejection of Proposals

The proposal is liable to be rejected or the firm disqualified at any stage on account of the following:

- (i) If the Proposal or its submission is not in conformity with the instructions contained in this document.
- (ii) If the Proposal is not accompanied by the requisite EMD.
- (iii) If it is not signed with seal, on all the pages of the Proposal document.
- (iv) If it is not packed in the manner described earlier.
- (v) If it is received after the expiry of due date and time.
- (vi) If it is incomplete and required documents are not furnished.
- (vii) If misleading or false statements/ representations are made as part of pre-qualification requirements.
- (viii) If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced financial failures etc.
- (ix) While selection of the Computer Firm the DEOs & Collector, Dhenkanal is at liberty whether to consider any particular firm having past record of poor performance.

#### 5. Forfeiture of EMD

EMD made by the firm may be forfeited under the following conditions:

- If the firm withdraws the proposal before the expiry of the validity period.
- During the evaluation process, if a firm indulges in any such activity as would jeopardize the process, the decision of DEO & Collector, Dhenkanal regarding forfeiture of EMD/Performance Security Money shall be final and shall not be called upon to question under any circumstances.
- If the Firm violates any of the provisions of the terms and conditions of the proposal.
- In the case of a successful firm, if the firm fails to
  - (a) Accept the work order along with the term & condition.
  - (b) Furnish performance security
  - (c) Violates any of the conditions of this proposal or indulges in any such activities as would jeopardize the work.

The decision of DEO & Collector, Dhenkanal regarding forfeiture of EMD/Performance security money shall be final and shall not be called upon to question under any circumstances. Besides, forfeiture of EMD/Performance security money, the firm is liable to be blacklisted by DEO in such cases.

  
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## 6. Performance Security

5% to 10% of the total estimated value of work has to be deposited by the selected L1 bidder as performance security. The value of work will be ascertained adding 10% to the average billing amount of last three years on account of preparation & printing of Electoral Roll & generation of EPIC. The EMD deposited by the successful firm shall be converted into performance security deposit and the balance amount (Performance Security-EMD) have to be deposited within 15 days from the date communication of the rate before awarding of the work order in favour of the firm, in shape of Demand Draft/ Ac Payee cheque/ Fixed deposit or Bank guaranty from a commercial bank in acquaintance form, failing which his bid will be cancelled and the EMD will be forfeited, failure in not completing the work in time and failure to perform required quality of work may invite forfeiture of performance security. In case of local MSEs registered under DIC, O.K & V.I. Board and Handicraft Industries, OSIC & NSIC have to deposit 25% less of the performance security.

This Security Deposit shall be held free of interest as security for due performance as per obligations under this proposal. The deposit shall be refunded after successful execution of the work orders to the full satisfaction of DEO & Collector, Dhenkanal.

The EMD deposited by the unsuccessful bidders will be returned within one month from the finalization of the tender.

## 7. Exclusive Rights on Data.

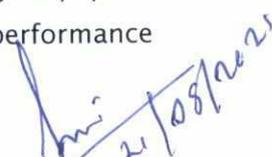
The DEO & Collector, Dhenkanal shall have exclusive rights on the data compiled/ produced during the work. The firm shall not distort or tamper with the data in any form or manner. No person shall gain access to the data with the firm unless they are specifically authorized to do so by the competent authority.

## 8. Confidentiality & Non-Disclosure Agreement

To maintain confidentiality of the data which is exclusive property of the DEOs & Collectors, the successful bidder has to sign confidentiality & non-disclosure agreement as per the format enclosed at Annexure - VII.

## 9. Delay in the Firm's Performance

- Delivery of services/deliverables shall be made by the firm in accordance with the time schedule specified by DEO & Collector, Dhenkanal.
- The firm will strictly adhere to the time-schedule for the performance of Work. However, DEO & Collector, Dhenkanal can relax this time limit.
- In case of delay in performance for reasons attributable to the firm, the DEO & Collector, Dhenkanal shall be at liberty to terminate the work order without giving any prior intimation and/or to impose any other kind of reasonable penalty and/or the performance security will be forfeited.

  
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#### 10. Termination for Default

The DEO & Collector, Dhenkanal may without prejudice to any other remedy for breach of terms and conditions (including forfeiture of Performance Security) terminate the work / task in whole or in part, forthwith:

- If the firm fails to deliver or complete the job assigned in time as per schedule contained in the work order.
- If the firm fails to perform any other obligations under the terms and conditions contained in the work order.

#### 11. Compensation for Termination of Contract

If the Firm fails to carry out the work or submit/give the deliverables within the stipulated period or any extension thereof, as may be allowed by DEO & Collector, Dhenkanal, without any valid reasons acceptable to DEO & Collector, Dhenkanal, the DEO & Collector, Dhenkanal may terminate the work order forthwith, and the decision of DEO & Collector, Dhenkanal on the matter shall be final and binding on the firm. Upon termination of the work order, the DEO & Collector, Dhenkanal shall be at liberty to get the work done at the risk and expense of the Firm through any other agency, and to recover from the firm compensation or damages, apart from forfeiture of security /dues etc.

#### 12. Force Majeure

· This clause shall mean and be limited to the following in the execution of the work order placed by DEO & Collector, Dhenkanal.

- a) War / hostilities
- b) Riot or civil commotion
- c) Earth Quake, Flood, and Tempest, Lightning or other natural physical disaster

· The Firm shall intimate DEO & Collector, Dhenkanal in writing about the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, DEO & Collector, Dhenkanal reserves the right to cancel the work order without any obligation to compensate the firm in any manner for whatsoever reason, subject to the provision of clause mentioned.

#### PART B: EVALUATION OF PROPOSALS

#### 13. Opening of Proposals

- a. The sealed covers containing Proposals will be opened on the scheduled date and time in the presence of firm's representatives (duly authorized in

writing on the letter head of the firm) as per the Proposal opening schedule and General Information mentioned earlier. Only one authorized representative per firm would be permitted to be present at the time of opening of the proposals. The Proposals will be opened on the scheduled date and time even in case of absence of the representatives of the firms(s).

- b. In order to assist in the examination, evaluation and comparison of Proposals, DEO & Collector, Dhenkanal may at its discretion ask the firm for a clarification(s) regarding its Proposal. The clarification(s) shall be given in writing, but no change in the price or substance of the Proposal shall be sought, offered or permitted.
- c. In the first instance, envelopes super-scribed with the words General Proposal only will be opened, and eligibility of each firm will be ascertained after ensuring that the EMD and tender cost is submitted.
- d. Financial bid of the bidder(s) successful in the General Bid will be opened in the second instance
- e. The selection of the successful firm will be done using Lowest Cost Method (L1).
- f. If there is more than one offer quoting the lowest price, then the firm having the highest average annual turnover in last three financial year ending **31<sup>st</sup> March 2020** among the lowest bidder will be awarded the assignment.
- g. In case of any dispute, the decision of the District Election Officer & Collector shall be final and binding and non-negotiable.

#### 14. Corrupt or Fraudulent Practices

DEO & Collector, Dhenkanal requires that the firms under this proposal observe the highest standards of ethics during the execution of such proposal. In pursuance of this policy, the client i.e. DEO & Collector, Dhenkanal defines the terms set forth as follows:-

**"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in proposal execution and

**"Fraudulent Practice"** means a misrepresentation of facts, in order to influence the execution of contract to the detriment of the client, and includes collusive practice among firms (prior to or after proposal submission), designed to establish proposal prices at artificial non-competitive levels to deprive the client of the benefits of the free and open competition.

The DEO & Collector, Dhenkanal will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent practices in competing for the bid in question. The client may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the firm had engaged itself in such practices in competing for or in execution of the proposal.

## **PART C: WORK ORDER, PAYMENTS AND DELIVERABLES**

### **15. Award of Work**

· Notwithstanding anything contrary to the provisions in this RFP Document, DEO & Collector, Dhenkanal reserves the right to accept or reject any proposal or to annul the process fully or partially, or modify the same and to reject any/all Proposals at any time prior to the award of work, without incurring any liabilities in this regard and without assigning any reason thereof.

• **The selection of the successful firm will be done using Lowest Cost Method (L1).**

• The work should be allotted to the lowest (L1) bidder

• A detailed Work Order containing location of work, rates, when to start, completion time, deliverables and performance security etc. shall be issued to the lowest bidder (L1) before the commencement of the work.

• **DEO & Collector, Dhenkanal reserves the right to allot / distribute the work to L2 vendors at the lowest (L1) rate in case of L1 vendor fail to perform.**

• The firms will work under close supervision of Electoral Registration Officers- cum- Sub-Collectors (EROs) and the payment will be released only after due certification from them.

### **16. Execution & Delivery**

· The selected firms must be in readiness for the work as per schedule. They must stick to the deadlines issued and must deliver the deliverables mentioned in work order as per schedule.

· For multiple copies of the Roll, necessary instructions shall be issued by the DEOs regarding the number of copies, with due approval of Chief Electoral Officer, Odisha. Rate per copy shall be either as per Government approved rates or as per rate quoted by the firm, whichever is lower.

### **17. Payment Terms**

80% payment will be made after acceptance of the deliverables by concerned Electoral Registration Officer and the balance 20% after confirmation of receipt of error-free deliverables.

### **18. Legal Jurisdiction**

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

### **19. Completeness of Proposal**

· The Firm is expected to examine all instructions, forms, terms, conditions and deliverables in the Proposal Documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive in every respect to the RFP documents will be at the firm's risk and may result in rejection of its proposal.

## ANNEXURES

### ANNEXURE-I

#### ***MINIMUM REQUIRED INFRASTRUCTURE PER ASSEMBLY CONSTITUENCY***

In order to successfully carry out the assigned work the firms responding to this RFP are required to have the following minimum equipment and resources per Assembly constituency. Firms at their option may deploy additional equipment and resources to complete the work as per schedule.

- 6 Nos. of i3 processor with 4 GB RAM/512GB HDD/CD or DVD WR) with UPS or laptop with similar configuration running on licensed copy of Windows10 or above
- Adobe Acrobat 9 or above
- Authentic Anti-virus software
- 1 MBPS dedicated internet connection
- At least 4 Data Entry Operators with knowledge and experience in Odia and English language typing per AC or as required by the ERO.
- One Hardware Engineer
- One Laser Printer (600 OPI, 20 PPM)
- One PVC Card Printer (both sides printing)
- 3 Flat Bed high speed Scanner
- One Supervisor

Company Seal

**Annexure-I-A**

**UNDERTAKING / CERTIFICATE**

To  
The District Election Officer & Collector,  
.....

In response to the RFP No. \_\_\_\_\_, Dt: \_\_\_\_\_ of Ref. Ms./Mr. \_\_\_\_\_, as a \_\_\_\_\_, I / We hereby declare that our company \_\_\_\_\_ will ensure establishment of operation centre(s) at the Sub-Divisional Headquarters with the availability of following infrastructure and dedicated manpower before signing of the agreement to execute the RFP related works.

| Sl. No. | Items of infrastructure  | Nos./Units/Sets available |
|---------|--|---------------------------|
| 1       | 6 Nos. of i3 with 4GB RAM/ 512 GB HDD/CD or DVD WR) with UPS or laptop with similar configuration running on licensed copy of Windows 8.1 or above |                           |
| 2       | Adobe Acrobat 9 or above   |                           |
| 3       | Authentic Anti-virus software  |                           |
| 4       | 1 MBPS dedicated internet connection   |                           |
| 5       | At least 4 Data Entry Operators with knowledge and experience in Odia and English language typing per Block.                                       |                           |
| 6       | 1 No of Hardware Engineer  |                           |
| 7       | 1 No of Laser Printer (600 OPI, 20 PPM)  |                           |
| 8       | 1 No of PVC Card Printer (both sides printing)   |                           |
| 9       | 3 Flat Bed high speed Scanner  |                           |
| 10      | 1 No of Supervisor   |                           |

Signature of Witness

Date:

Place:

Signature of the Tenderer

Date:

Place:

Company Seal

ANNEXURE - II

***REPRESENTATIVE AUTHORIZATION LETTER***

To  
The District Election Officer & Collector,  
.....

Ms./Mr. \_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the company in dealing with RFP reference No. \_\_\_\_\_, Dt: \_\_\_\_\_, S/He is also authorised to attend meetings & submit required information as may be required by you in the course of processing above said application.

Thanking you,

Authorised Signatory

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Signature attested

Company Seal

**PROFILE OF THE FIRM**

| Sl. No. | Particulars   | Details                        |                      |
|---------|---|--------------------------------|----------------------|
| 1       | Name of the Firm/Company  |                                |                      |
| 2       | Year of Establishment   |                                |                      |
| 3       | Address of Office   |                                |                      |
| 4       | Telephone No.   |                                |                      |
| 5       | Fax No.   |                                |                      |
| 6       | Email Address   |                                |                      |
| 7       | Website Address   |                                |                      |
| 8       | PAN No.   |                                |                      |
| 9       | GST registration certificate  |                                |                      |
| 10      | EPF Registration No. (If Applicable)  |                                |                      |
| 11      | No. of resource on the Company's Pay Roll in the area of data entry operation in English/Odia and/or EPIC preparation, with years of experience.  |                                |                      |
| 12      | List of Projects undertaken along with work order of value of atleast 2 lacs during the last three years for data entry job and Electoral Roll/EPIC assignments, if any. Copies of minimum of two (2) Work Order of value of at least 2 lacs should be submitted by the bidder. |                                |                      |
| 13      | Audited Annual Turnover in last three years ending 31 <sup>st</sup> March 2020  | Annual Turnover of the Company |                      |
|         |   | FY                             | Turnover (In Rupees) |
|         |   | 2017-18                        |                      |
|         |   | 2018-19                        |                      |
|         |   | 2019-20                        |                      |

Signature of Witness

Date:

Place:

Signature of the Tenderer

Date:

Place:

Company Seal

***SELF DECLARATION***

To  
The District Election Officer & Collector,  
.....

In response to the RFP No. \_\_\_\_\_, Dt: \_\_\_\_\_ of Ref.  
Ms./Mr. \_\_\_\_\_, as a \_\_\_\_\_, I / We  
hereby declare that our company \_\_\_\_\_ is having  
unblemished past record and was not declare ineligible for corrupt & fraudulent  
practices either indefinitely or for a particular period of time.

Signature of Witness

Date:

Place:

Signature of the Tenderer

Date:

Place:

Company Seal

**PROPOSAL SUBMISSION LETTER**

(On the letterhead of the firm)

[Location, Date]

To  
The District Election Officer & Collector,  
.....

Dear Sir/Madam

We, the undersigned, offer to provide the necessary services for Data entry work for updating and validating Electors Records, Photographing of Electors, Printing of Electors' Photo Identity Cards (EPIC) ,provide Data Entry Operator and Preparation of Multiple Copies of Electoral Roll in accordance with your Request for Proposal dated ----- and our Proposal. We are hereby submitting our Proposal, which includes General Proposal and sealed under separate envelopes'.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

If we are assigned any work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this RFP document. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our proposal.

I hereby declare that my company has not been debarred / black listed by any Government / Semi Government organizations. I also certify that my company is not under declaration of ineligibility for corrupt or fraudulent practice. I further certify that I am the competent authority in my company authorized to make this declaration. I confirm that all the information given in our proposals is correct and can be verified any time.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory [*In full and initials*]:

Name and Title of Signatory:

Company Seal

**FINANCIAL BID**

Name of the bidder:

| Sl. No | Particulars   | Amount in (Rs) | Percentage of Bid Amount | Mandatory Rate in %  |
|--------|---|----------------|--------------------------|--|
| 1      | Digitization of Form 6 (per form/elector)                               |                |                          | Total amount added for Sl. No 1 to 5 must be within 18%-23% of Bid amount      |
| 2      | Digitization of Form 6A (per form/elector)                              |                |                          |  |
| 3      | Digitization of Form 7 (per form/elector)                               |                |                          |  |
| 4      | Digitization of Form 8 (per form/elector)                               |                |                          |  |
| 5      | Digitization of Form 8A (per form/elector)                              |                |                          |  |
| 6      | Digitization of BLO Checklist (Per Checklist/Elector)                   |                |                          | Total amount added for Sl. No 6 to 10 must be within 22% to 28 % of Bid Amount |
| 7      | Scanning of Document A4 (per Page)                                      |                |                          |  |
| 8      | Printing of Photo E-roll/A4 Black and White (per Page)                  |                |                          |  |
| 9      | Printing of PVC-EPIC (per Card)   |                |                          |  |
| 10     | PDF Generation (per Booth)  |                |                          |  |
| 11     | CD/DVD/External Hard disk Backup (per 1 unit/CD/DVD/External Hard disk) |                |                          | Amount in Sl. No. 11 must be within 52% to 57% of Bid Amount                   |
|        | <b>Total Amount</b>   |                |                          | <b>Sum must be 100%</b>  |
|        | <b>Total Amount in Words :-</b>   |                |                          |  |

**Note :**

- The Bidder should quote price for each item. No item should be left blank or quoted as zero.
- Payment will be made as per actual work done by the vendor at the unit rate.
- For EPIC printing the bidder has to quote only printing charges. The Non-personalized PVC cards will be supplied by the DEO.
- In case of wrong calculation in addition, multiplication or otherwise, the rate quoted for unit Price will be considered for calculating the Total Amount.
- Tax as admissible time to time.

**Annexure - VII**

**NON DISCLOSURE AGREEMENT**

**FORMAT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
(TO BE SIGNED BY FIRMS/ MANPOWER ENGAGED BY USER ORGANISATIONS)**

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed at \_\_\_\_\_ on this the \_\_\_\_\_ day of, 2021 (hereinafter referred to as the "Effective Date").

**BY AND BETWEEN**

The <<insert office name>> acting through his duly authorized representative «insert designation», having its official headquarters at (hereinafter referred to as <<ECI / CEO/ DEO; as applicable>>) party of the First Part;

**AND**

« name of the vendor », a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [ ] with its [registered/corporate/head office] situated at [ ] and acting through its authorized representative [Name of the representative] \_\_\_\_\_, contracted for the purpose of \_\_\_\_\_ vide contract/ MoD reference \_\_\_\_\_ dated OR

« name of the contractual employee », S/O \_\_\_\_\_, resident of having Aadhaar No. \_\_\_\_\_, contracted as <<insert job role>> for the period from \_\_\_\_\_ to \_\_\_\_\_ vide contract/ offer letter No. \_\_\_\_\_ dated \_\_\_\_\_ (delete the non-applicable part)

(hereinafter referred to as the "Recipient", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) party of the Second Part. ECI / CEO/ DEO and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties".

**Whereas:**

1. ECI / CEO/ DEO has engaged the Recipient for \_\_\_\_\_ << insert the services to be provided by the Recipient>> ("Services").  
[N.B.: Details of different types of services depending on the tracks.]
2. The Recipient had represented to ECI / CEO/ DEO that it has the requisite professional and technical skills to provide the Services.
3. The Recipient shall be involved in provision of the Services to ECI / CEO/ DEO and shall therefore have access to certain information, documents, etc. provided by ECI / CEO/ DEO or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.

4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data / information from the ECI / CEO/ DEO to the Recipient. The Recipient agrees that any information disclosed to the Recipient by ECI / CEO/ DEO or acquired by the Recipient during such course will be used exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of ECI / CEO/ DEO.
5. ECI/ CEO/ DEO and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. Recipient hereby agrees and undertakes that any sub-contracting of the services(governed by this agreement) shall only with prior and express written permission of the ECI/ CEO /DEO and that the Recipient shall execute a separate Confidentiality and Non-Disclosure Agreement with the firm/ all the employees involved in the sub-contracted delivery of Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

#### **Confidential Information**

6. "Confidential Information" shall mean all confidential and proprietary information of ECI / CEO/ DEO which includes but is not limited to:
  - 6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI / CEO/ DEO.
  - 6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI / CEO/ DEO.
  - 6.3 all other information and material of ECI / CEO/ DEO relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI / CEO/ DEO , intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.
  - 6-4 Any other confidential and proprietary material and information, disclosed by ECI / CEO/ DEO in relation to this Agreement whether orally or in writing; provided that with regard to any information shared orally by ECI / CEO/ DEO to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.
  - 6.5 Any other information provided by ECI / CEO/ DEO to the Recipient or procured by the Recipient from ECI / CEO/ DEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential" / "Restricted" etc. or not by ECI / CEO/ DEO; or even if the same is unclassified.

7. Unless otherwise specified by ECI / CEO/ DEO, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:
  - 7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI / CEO/ DEO at the time of receipt of such information; or
  - 7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or
  - 7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or
  - 7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; or
  - 7.5 is approved for release by written authorization of ECI / CEO/ DEO; or
  - 7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI / CEO/ DEO prompt notice and assists ECI / CEO/ DEO, at ECI / CEO/ DEO's expense, in obtaining an applicable protective order.

#### **Non-Disclosure Covenant**

- 8 Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from ECI / CEO/ DEO by way of non-disclosure pursuant to this Agreement, the Recipient shall:-
  - 8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;
  - 8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;
  - 8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -
    - 8.3.1 who need such information for the permitted purpose under this Agreement; and/or
    - 8.3.2 are informed of the proprietary and confidential nature of the Information; and/or
    - 8.3.3 under the purview of this Agreement by virtue of the Recipient's acceptance same.
  - 8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.
  - 8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI / CEO/ DEO after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.
9. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be

prejudicial to the safety or interests of ECI / CEO/ DEO or the Government of India including but not limited to those mentioned herein below: -

- 9.1 make any sketch, plan, model, or note using the Information provided by ECI / CEO/ DEO which might be, directly or indirectly, useful to any third party;
  - 9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI / CEO/ DEO.
10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:
- 10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI / CEO/ DEO; or
  - 10.2 use the Information provided by ECI / CEO/ DEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; or
  - 10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI / CEO/ DEO with regard to return or disposal thereof; or
  - 10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI / CEO/ DEO.

#### **Other Obligations of the Recipient**

1. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI / CEO/ DEO and without limitation of the foregoing, the Recipient agrees not to do the following:-
  - 11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or
  - 11.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI / CEO/ DEO.
12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.
13. The Recipient acknowledges that such Confidential Information provided by ECI / CEO/ DEO shall remain the property of ECI / CEO/ DEO and that the disclosure and/or provision of Confidential Information by ECI / CEO/ DEO is solely for the

- purposes as stipulated by ECI / CEO/ DEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI / CEO/ DEO.
14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI / CEO/ DEO that is or may be revealed to him by ECI / CEO/ DEO unless specifically authorized to do so in writing by ECI / CEO/ DEO.
  15. The Recipient acknowledges that any and all the Confidential Information that maybe disclosed by ECI / CEO/ DEO under this Agreement is the valuable property of ECI / CEO/ DEO and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of ECI / CEO/ DEO will cause ECI / CEO/ DEO to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by ECI / CEO/ DEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI / CEO/ DEO, then ECI / CEO/ DEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement.
  16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI / CEO/ DEO and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.
  17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI / CEO/ DEO. However, the said permission of ECI / CEO/ DEO may be subject to:
    - 17.1 For services - include terms which restrict the deployment of the same personnel who are working on ECI / CEO/ DEO project with any other organization without permission of ECI / CEO/ DEO during engagement with ECI / CEO/ DEO.
    - 17.2 For products - The configuration, deployment details, etc of the products provided by the Recipient to ECI / CEO/ DEO shall not be discussed by the Recipient with any third party.

**Penalty :**

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, ECI / CEO/ DEO shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, **Representation of People Act 1950** or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI / CEO further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees

that nothing in this Agreement constitutes a waiver by ECI / CEO/ DEO of the right to prosecute the Recipient for any statutory violation.

### **Miscellaneous**

19. Interpretation: The interpretation of ECI / CEO/ DEO with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in-house mechanism of redressal at ECI / CEO/ DEO has been exhausted.
20. Supersession: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.
21. Indemnification: The Recipient agrees to indemnify and hold ECI / CEO/ DEO harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI / CEO/ DEO due to any breach, non- observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.
22. Amendments: The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.
23. Severability: If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.
24. Waiver: The non-exercise of or delay in exercising any power or right by ECI / CEO/ DEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.
25. Relationship between the Parties: Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

### **Notices**

26. Every notice, demand or other communication under this Agreement shall:
  - 26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.
  - 26.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.
  - 26.3 Be deemed to have been received:
    - 26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

- 26.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and
- 26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"
- 26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;
- 26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

27. **Governing Law and Jurisdiction:** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement **shall be subject to jurisdiction of the appropriate district court only.**

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Election Commission of India represented by

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

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

**WITNESSES:**

1.

2.

SIGNED AND DELIVERED by and on behalf of  
\_\_\_\_\_ [Recipient]

Represented by its Authorized Signatory / by Recipient himself,

Mr. / Ms. \_\_\_\_\_

**WITNESSES:**

1.

2