

**GOVERNMENT OF ODISHA
HOME (ELECTIONS) DEPARTMENT**

TENDER CALL NOTICE

EC-IT-IT-0010-2024- 2193 / Elec. Date: 1.3.24

Notice inviting tender for award of contract for providing complete software solution for re-design, development, implementation, go-live & maintenance of website for Chief Electoral Officer, Odisha (www.ceoodisha.nic.in).

Sealed tenders are invited from reputed **software development firms** empaneled by OCAC for providing complete software solution for re-design, development, implementation, go-live & maintenance of website for Chief Electoral Officer, Odisha (www.ceoodisha.nic.in).

The details of bidding process are tabled below:

Sl No	Bidding Schedule	Deadline
1	Date of Issue	01.03.2024
2	Last Date & time of submission	08.03.2024 (Friday) 4.00 P.M
3	Opening of Technical Bid	08.03.2024 (Friday) 5.00 P.M
4	Opening of Financial Bid	11.03.2024 (Saturday) 11.00 A.M

The detailed information of the required software solution service has been given in the Tender Document which may be downloaded from the website **www.ceoodisha.nic.in**. The EMD of Rs.50,000/-only (refundable) should be paid by Demand Draft in favour of the DDO, Home (Elections) Department payable at Bhubaneswar along with the technical bid. The last date, time and place for submission of Tender document is **4.00 P.M. on 08.03.2024 (Friday) in the office of Chief Electoral Officer, Odisha, Home (Election) Department, Bhubaneswar.**

Any corrigendum(s) shall be communicated through the tender section on the website www.ceoodisha.nic.in.


Additional Chief Electoral Officer, Odisha

**OFFICE OF THE CHIEF ELECTORAL OFFICER, ODISHA
GOVERNMENT OF ODISHA**

TENDER CALL NOTICE

**For providing complete software solution for re-design, development, implementation,
go-live & maintenance of website for Chief Electoral Officer, Odisha
(www.ceoodisha.nic.in).**

Tender Schedule

(a) Last Date and Time for submission of Tender Document **4.00 P.M. on 08.03.2024**

Note: Late bid shall be out rightly rejected

(b) Date and time for opening of Bids(Technical) **5.00 P.M. on 08.03.2024**

(c) Date and time for opening of Bids(Financial) **11.00 A.M. on 11.03.2024**



TENDER DOCUMENT

TENDER FOR PROVIDING COMPLETE SOFTWARE SOLUTION SERVICES FOR RE-DESIGN, DEVELOPMENT,- IMPLEMENTATION, GO-LIVE & MAINTENANCE OF WEBSITE FOR CHIEF ELECTORAL OFFICER, ODISHA (www.ceoodisha.nic.in)

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SECTION-I

INSTRUCTIONS TO THE BIDDER

A. GENERAL INSTRUCTIONS FOR BIDDERS

1. The Home (Elections) Department, Odisha (herein after called "**Authority**") requires the services of software development firms empaneled by OCAC to provide software solution services to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in).
2. The period of contract for providing the services will be for **three** years from the date of effectiveness of the contract for development and maintenance of the official website and other software modules.
3. The Home (Elections) Department, Government of Odisha, invites qualified and experienced vendors empaneled by OCAC to submit bids for the selection of implementing agency for Re-design, Development, Implementation, Go-Live & Maintenance of Website for the Office of Chief Electoral Officer, Odisha (www.ceoodisha.nic.in)
4. Bid Submission Deadline: All bids must be submitted in physical mode to the Office of the Chief Electoral Officer, Odisha latest as per the below schedule. The quotations received after the due date shall summarily be rejected by the undersigned at his discretion.
5. The Home (Elections) Department reserves the right to reject any or all bids without assigning any reason. The Home (Elections) Department may seek clarifications from bidders and may make amendments to the tender document. Such clarifications and amendments will be communicated to all participating bidders.
6. The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to the Authority. The bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. The bidder shall confirm to the standards laid down in tender in totality.
7. The interested bidders may visit the office of the Chief Electoral Officer, Odisha on any working day between the office hours to have a thorough knowledge of the works to be performed before preparation and submission of their bid.
8. Any form of consortium and joint venture is not allowed under this tender.
9. The competent authority reserves the rights to reject any / all bids and cancel the tender process without assigning any reasons thereof.

Complete Address for submission of bid:

**The Additional CEO-cum-Additional Secretary to Government
Office of the Chief Electoral Officer, Government of Odisha
Unit-V, Behind Lok Seba Bhawan,
Bhubaneswar-751001,
Email: ceorissa@gmail.com**

B. Eligibility Criteria

Sl No	Eligibility Criteria	Documents to be furnished along with the Technical Bid
1	The bidder empanelled by OCAC should be registered under appropriate authority, such as <ul style="list-style-type: none">• Companies Act 1956 / 2013• Indian Partnership Act 1932• Indian Trusts Act 1882• Societies Registration Act 1860.• Limited Liability Partnership Act 2008.	Certificate of Incorporation / Registration along with empanelment document from OCAC
2	Must have at least five years in business of software development and consultancy (up to the last date of submission of bid) of similar type to Central/ State Government/ Autonomous bodies / agencies / societies / corporate bodies	Copies of the work order / contract document/ completion certificate from the previous authorities.
3	The registered / branch office of the Software Development Firm must be located within the jurisdictional area of Odisha.	Valid address proof of the office (copy of the Telephone / Electricity Bill / Lease agreement of the rented premises)
4	Must have an average annual financial turnover of 2 crore INR during the last five financial years as on Dt. 31.03.2023. (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) from the business related to software development and consultancy only.	Filled in (FORM-T1) along with certified copies of audited Income / Expenditure statement and Balance sheet for the concerned period.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copy of the bank pass book and transaction statement for the last 6 months from the date of issue of the tender.
6	Must not have been blacklisted by any Central / State Government or any other public sector undertaking or any authority during the recent past.	An undertaking to this effect should be furnished by the bidder as per the prescribed format (FORM-T3)
7	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Software Development Firm.	An undertaking to this effect should be furnished by the bidder as per the prescribed procedure and format (FORM-T4)
8	Other statutory documents to be furnished as part of technical bid:	Copies of : <ul style="list-style-type: none">• PAN,• GSTIN,• IT Return for the last five assessment years of 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.

Bidders should submit the required documents as mentioned above. Bids not confirming to the eligibility criteria and non-submission of required documents as listed above will lead to outright rejection of the bid. Submission of forged documents will also result in rejection of the bid.

Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the tender document. The bid must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorised representative. Failure to comply with the tender requirements will result in outright rejection of the bid.

C. Submission of Bid:

The quotations should be accompanied with Bank Drafts amounting Rs.10,000/- (Rupees Ten thousands) only towards application fees (non-refundable) & the bid complete in all respect as specified in the tender document must accompanied with a refundable amount of **Rs. 50,000.00 (Rupees Fifty Thousand Only)** in the form of Demand Draft in favour of **“DDO & Assistant CEO-cum- Under Secretary to Government, Chief Electoral Officer, Odisha”** towards **EMD** and a **“Bid Security Declaration Form”** as per the format at **FORM-T2** accepting that if the bidder withdraw or modify their bids during period of its validity, they will be suspended for a period of three years by the Authority. The bid complete in all respect should be submitted in physical mode by **08.03.2024 at 4.00 P.M** to the authority.

Bids without **EMD and Bid Security Declaration Form** as applicable shall be outrightly rejected. Bids submitted after due date and time will not be taken into consideration.

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing:

“TECHNICAL BID - TENDER FOR PROVIDING SOFTWARE SOLUTION TO RE-DESIGN, DEVELOPMENT, IMPLEMENTATION, GO-LIVE & MAINTENANCE OF WEBSITE FOR CHIEF ELECTORAL OFFICER, ODISHA (www.ceoodisha.nic.in)..”

And

“FINANCIAL BID - TENDER FOR PROVIDING SOFTWARE SOLUTION TO RE-DESIGN, DEVELOPMENT, IMPLEMENTATION, GO-LIVE & MAINTENANCE OF WEBSITE FOR CHIEF ELECTORAL OFFICER, ODISHA (www.ceoodisha.nic.in)..”

Both sealed envelopes must be kept in a third sealed envelope super scribing **“TENDER FOR PROVIDING COMPLETE SOFTWARE SOLUTION TO RE-DESIGN, DEVELOPMENT, IMPLEMENTATION, GO-LIVE & MAINTENANCE OF WEBSITE FOR CHIEF ELECTORAL OFFICER, ODISHA (www.ceoodisha.nic.in)”**

The successful bidder will have to deposit a Performance Security of **10% of the Agreement value** in the form of Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) from any scheduled Commercial Bank situated within Odisha in favour of **“DDO & Assistant CEO-cum-Under Secretary to Government (DDO), Home (Elections) Department”** as per the format at **Annexure-I** (applicable for PBG only) for a period of 12 months beyond the entire contract period (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Security. The Performance Security shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Security. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder as per the instructions of the authority.

D. LIST OF DOCUMENTS FOR SUBMISSION

Bidders are required to furnish the following documents along with the technical bid:

- a. Covering letter along with power of attorney on the bidder's letter head (Form-T1).
- b. The Certificate or Document showing the bidder is empaneled by OCAC.
- c. EMD as applicable.
- d. Bid Security Declaration Form (Form-T2)
- e. Copy of Certificate of Incorporation/ Registration of the Software Development Firm
- f. Copy of GSTIN
- g. Copy of PAN
- h. Copies of IT Returns for the last five assessment years (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)
- i. Copy Bank Account details
- j. Copies of the financial audited statements for the last 5 financial years (2018- 19, 2019-20, 2020-21, 2021-22 and 2022-23)
- k. Copies of work orders from the previous clients for providing similar type of services during last 5 years.
- l. Undertaking regarding non-blacklisting (On Stamp paper of Rs.10.00 in shape of affidavit from the Notary (FORM-T3)
- m. Undertaking regarding non-pending of any judicial proceedings for any criminal offenses (On Bidder's Letter Head) (FORM-T4)

Any deviation from the prescribed procedures / required information / formats / conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.



All entries in the bid documents should be legible, in filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The technical bid shall be opened as per the schedule in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened as per the schedule in presence of the authorized representatives of the bidders.

The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the Service Agreement.

The bid shall be valid and open for acceptance of the competent authority for a period of 90 days or finalization of successful of Bidding from the date of opening of the technical bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidders shall be entertained.

To assist in the analysis, evaluation and computation of bids, the tender inviting authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

Firms/ Software Development Firm will be selected under **Least Cost Selection Method** procedures. In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required software development services for the concerned period among all technically qualified bids, will be considered for award of contract.

The Software Development Firm shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the Authority shall not be liable for any dues for availing the services of the personnel.

The authority reserves the right to accept or reject any or all the bids and terminate the bidding process without assigning any reason thereof.



SECTION-II

SCOPE OF THE WORK

Development of Website for the Office of Chief Electoral Officer, Odisha

- i. **Content Management System (CMS) for Website:**
 - Develop a robust Content Management System (CMS) tailored to the specific requirements of the Office of Chief Electoral Officer, Odisha.
- ii. **Functionalities of CMS (Content Management System) based Website:**
 - Implement features allowing easy creation, editing, and management of website content.
 - Enable user-friendly interface for administrators to update content seamlessly.
 - Ensure secure user authentication and role-based access control for content management.
- iii. **Content Moderation:**
 - Incorporate content moderation functionalities to ensure quality and relevance of published content.
 - Enable review and approval workflows for user-generated content.
- iv. **Responsive Design:**
 - Design and develop the website with responsive layout to ensure optimal viewing experience across various devices and screen sizes.
- v. **Linkages with Social Networking Websites:**
 - Integrate the website with social networking platforms to facilitate seamless sharing of content and engagement with users.
- vi. **SE Optimization:**
 - Implement Search Engine Optimization (SEO) techniques to enhance website visibility and improve rankings on search engine results pages.
- vii. **Fully Dynamic Website with CMS:**
 - Create a fully dynamic website architecture powered by the CMS, allowing for easy updates and modifications without extensive coding.
- viii. **Highly Responsive with Various Devices:**
 - Ensure the website is highly responsive and adaptable to different devices including desktops, laptops, tablets, and smartphones.
- ix. **Comprehensive in Nature with User Control Content:**
 - Develop a comprehensive website covering all relevant information pertaining to the Office of Chief Electoral Officer, Odisha.
 - Provide users with control over their content submissions and interactions on the platform.



- x. **Bi-lingual (Odia & English) Content:**
 - Enable bilingual support for content in both Odia and English languages as per the organization's requirements.
- xi. **Other New & Modified Features and Functionalities:**
 - Incorporate any additional features or modifications as requested by the Office of Chief Electoral Officer, Odisha.
 - Ensure compatibility with latest web technologies and standards.
- xii. **Social Media Integration:**
 - Implement seamless integration with social media platforms to facilitate content sharing, interaction, and engagement.
- xiii. **GIGW Compliance:**
 - Development must comply with the GIGW Compliance in all respect.

Note: The scope of work outlined above is subject to further discussions and adjustments based on specific requirements and preferences of the Office of Chief Electoral Officer, Odisha, as well as technological advancements and best practices in web development.

- xiv. Development of user manual and training of stakeholders.
- xv. User Acceptance Testing and deployment of the application.
- xvi. Provide handholding support for 36 months from date of deployment.
- xvii. Host the application in Govt. approved cloud at beginning and get it to SDC after security audit.
- xviii. Project Documentation
- xix. **The Software Development Firm will share below list of documents to this Department during the project contract period.**
 - a. Latest version of Source Code
 - b. Functional Requirement Specification (FRS)
 - c. Software Requirement Specification (SRS)
 - d. Project Plan
 - e. Safe-to-host certificate
 - f. Issue Logs
 - g. Data Migration Report
 - h. User Training Manual
 - i. Application Installation & Configuration Manual
 - j. Report of Security Audit & Safe-to-Host Certificate
 - k. Project Management documents defined under Timeline & Tentative Deliverables
 - l. Project Progress Report

Note: All the above documentation should be done as per IEEE/ISO/CMM Standard.



Project Timeline

Sl. No.	Deliverables	Completion
1	Work Order	T0
2	Project Study and Submission of Project Plan Document	T0+3 days
3	Detail System study, Submission of SRS (Software Requirement Specification), HLD and LLD documents, Prototype Design Submission and Presentation	T0+5 days
4	Approval of the document by Department	T0+8 days
5	Development of all the project with Unit Test, Performance and Integration Test	T0+15 days
6	User Acceptance Test	T0+17 days
7	Submitted for Cyber Audit and Safe to host certificate from CeRT-In empanelled agency or any other Govt approved Agency.	As soon as possible
8	Go Live	T0+20 days = T1
9	Operation and Maintenance from the date of closing of warranty of One Year	02 years

Maintenance and Support: The selected vendor will provide maintenance and support services for the software for a period of three years, which will be detailed in the contract. One dedicated personnel has to be deployed in Home (Elections) Department with legal and technical expertise to resolve the issues as and when required.

Response Time: The vendor shall provide a guarantee of response time for addressing technical issues, with a maximum response time of 4 hours.

Software Updates: The vendor will provide regular updates and patches for the software to ensure it remains current and secure.

Training: The bidder/Software Development Firm shall provide training to the department's staff on the use and administration of the software. Training shall be conducted for the end users to make them acquainted with the application. The training imparted shall ensure that end users are able to perform the various functions through the enhanced and newly developed modules. For this, a proper training documentation shall be maintained to facilitate:

- Impart training to all the users and the identified officials
- Training on usage of application
- Resolving common problems which users may encounter
- Training in case of any changes of application during the contract period



Other Terms & Conditions

1. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of the Chief Electoral Officer, Odisha.
2. In the event of failure of Software Development Firm to provide services as per the terms and conditions of the agreement, the Performance Office Attendant shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 30 days prior notice to the Software Development Firm.
3. The Software Development Firm should ensure that resources to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
4. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
5. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
6. All disputes shall be under the jurisdiction of the court at High Court, Cuttack, Odisha.
7. The agreement can be terminated by either party by giving 30 days' notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the Software Development Firm will be recovered by forfeiture of performance Security.
8. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of resources deployed and non-payment of statutory dues. The Office concerned will have no liability towards non-payment of remuneration to the resources deployed by the Software Development Firm and the outstanding statutory dues of the Software Development Firm to concerned authorities.
9. The Software Development Firm will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ information, leads to termination of agreement.



SECTION-IV

TECHNICAL BID

FORM T-1

COVERING LETTER

[ON BIDDER'S LETTER HEAD]

[Location and Date]

To

The Addl. CEO-cum- Addl. Secy. to Govt.,
Home (Elections) Department. Unit-V, Bhubaneswar-751001

Sub: Tender for providing complete software solution to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in). (Technical bid).

Madam/Sir,

I, the undersigned, offer to participate in the tender for providing complete software solution for re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in) in accordance with your Tender Notice No. _____, Dated. _____. We are hereby submitting our bid, which includes technical proposal and financial proposal sealed in separate envelope.

I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 30 days or finalization of successful of Bidding and I confirm that this proposal will be remain binding upon us and may be accepted by you any time before the validity of the bid.

I, hereby unconditionally undertake to accept that all the terms and conditions as stipulated in the tender document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation:

Address of the Bidder:



GENERAL DETAILS OF THE BIDDER

1	Name of the Bidder	
2	Name of the Director	
3	EMD Details:	DD No.:
		Date:
		Amount (Rs.)
		Drawn on Bank:
4	Bid Security Declaration Form (Form T1)	Submitted (Yes/ No)
5	Full Address of Registered Office	Postal Address:
		Telephone No.:
		Fax No.:
		E-mail Address:
6	Name & Telephone of the authorized person signing the bid	Name:
		Mobile No.:
7	Bank Name of the Software Development Firm:	Account Number:
		Bank and Branch Name:
		IFSC Code
8	PAN No. (Attach self-attested copy)	
9	GSTIN No. (Attach self-attested copy)	
10	Certificate or Document showing empaneled by OCAC	
11	Accept to all the terms and conditions of the tender (Yes/No)	
12	Power of Attorney/ Authorization letter for signing of the bid document	
13	Submission of Undertaking towards no criminal case is pending with the police at the time of submission of bid	
14	Kindly mention the total number of pages in the tender document	



Financial Turnover of the Bidder for the last 5 financial years (*).

Financial Year	Financial Turn Over from Resources Deployment Service (In INR) (Lakh)	Average Turnover in INR (Lakh)
2018-19		
2019-20		
2020-21		
2021-22		
2022-23		

*As on Dt. 31.03 2023(Copies of Audited Statement for the concerned period)

Details of the similar type of service provided by the bidder during the last 5 years (Attach separate sheet, if required)

Sl No	Period	Name of Client with Complete Address & Telephone no	Type of services provided with details of the resources deployed	Contract Amount (in INR) (Lakh)	Duration of Contract	
					From	To



DECLARATION

I, Shri _____ Son / Daughter / Wife of Shri.
_____, Proprietor/ Director/ authorized signatory of
_____(Name of the Software Development Firm),
competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the Authorized Representative with Seal

Name:

Date:

Place:

Enclosures:

1.

1. EMD in the form of DD in Original
2. Bid Security Declaration Form (**Duly filled in Form — T2 On Bidder's Letter Head**)
3. Copy of terms & conditions of the tender (each page must be signed and sealed)
4. Duly filled in Technical and Financial Bid.
5. Lists of required documents as applicable.



FORM — T2

Bid Declaration Form(On Bidder's Letter Head)

Tender Notice No: -

Date:

To,

The Addl. CEO-cum-Addl. Secretary to Government,
O/o Chief Electoral Officer, Odisha
Government of Odisha, Bhubaneswar — 751001

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof agree to submit this Bid Declaration Form as part of or Technical Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the tender document. This declaration shall be in force, until the Selected Bidder is announced by the Department/ Office concerned or in case we are declared as the Selected Bidder.

While this declaration is in force, we understand that the authority may reject our Proposal and / or blacklist us from participating in any further tendering process for a period of three years as may be deemed fit under the following reasons:

1. We withdraw our Proposal during the bid validity period as specified in the tender document.
2. We do not respond to requests for clarification on our Proposal.
3. We fail to provide required information during the evaluation process or are found to be nonresponsive or have provided false information in support of our qualification.
4. If we fail to:
 - a. Provide any clarifications to the Department/ Office concerned:
 - b. Agree to the decisions taken during any contract negotiations.
 - c. Sign the Services Agreement within the prescribed time period (15 days)
5. Any other circumstance which holds the interest of the client during the overall tender process.

Name of the Authorized Representative:

Signature of the Authorized Representative with Date and Seal

Address of the Bidder:



FORM-T3
UNDERTAKING

[On the Stamp Paper of Rs. 10.00 in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature
[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:



FORM-T4

UNDERTAKING

[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our organization or against the Proprietor/Director/Persons to be deployed by our organization.

I/we further certify that Proprietor/Director/Persons to be deployed by our organization have not been convicted of any offence in any Court in Odisha / India during the recent past. I understand that, I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:



TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the ***lowest and competitive evaluated bid price*** subject to fulfilment of the terms and conditions of the tender. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required software development services for the concerned period among all technically qualified bids, will be considered for award of contract.**



SECTION-V

**FINANCIAL BID
COVERING LETTER
[ON BIDDER'S LETTER HEAD]**

[Location and Date]

To

The Additional CEO-cum-Additional Secretary to Government,
O/o Chief Electoral Office, Government of Odisha, Bhubaneswar — 751001

Sub: Tender for providing complete software solution to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in).. (FINANCIAL BID)

Madam/Sir,

I, the undersigned, offer to provide complete software solution to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in) in accordance with your Tender Notice No. _____, Dated. _____. Our attached financial price is _____ [Insert amount in figure as well as in word] for the proposed service i.e. for one year. This amount is inclusive of GST as applicable.

I do hereby, undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modification resulting from contract negotiations, up to expiration of the validity period of the proposal of 30 days or finalization of successful of Bidding. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

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

Yours faithfully,

Authorized Signatory

Name and Designation of the Signatory with Date and Seal:

Address of the Bidder:



FINANCIAL BID

(FORM — F1)

Providing complete software solution to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in).in INR

***Rate Quoted with GST**

Rate quoted without GST

- Bidder with lowest evaluated competitive administrative charge (inclusive of GST) for the required services will be awarded contract.
- Bids with "Nil" or very abnormally low quoted service charges will be treated as "Non Responsive" and will be rejected during the financial evaluation stage. In case of tie in financial quote among the multiple qualified bidders, the bidder having higher average financial turnover from the required resources deployment services for the concerned period among all technically qualified bids, will be considered for award of contract.

Signature of the Authorized Representative

Name:

Seal and Date:

Place:



SECTION-VI

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head and General Details of the Bidder		
2	EMD as applicable		
3	Bid Security Declaration Form (FORM – T2)		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of ITR for the last 5 assessment years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21)		
8	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21)		
9	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
10	List of completed / on-going services of similar nature along with the copies of work orders for the respective services		
11	Undertaking for not having any police case pending against the bidder (FORM – T3)		
12	Undertaking for not have been black-listed by any Central / State Government/ Any Autonomous bodies during the recent past. (FORM – T4)		
13	Certificate or Document showing empanelled by OCAC.		
FINANCIAL BID (ORIGINAL)			
1	Covering Letter		
2	Duly Filled in Financial Bid (FORM- F1)		



It is to be ensured that:

- *All information has been submitted as per the prescribed format only.*
- *Each part has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and Initials]:

Name and Designation with Date and Seal:



SECTION-VII

SERVICE AGREEMENT AND PBG FORMAT

SERVICE AGREEMENT

(To be made on Rs 100.00 Non Judicial Stamp Paper)

This SERVICE AGREEMENT is made on _____ between, _____ (herein after called as the "Authority") of the 1st Part and, its principal place of business at (herein after called the "Software Development Firm") of the 2nd Part.

WHEREAS

- a. the "Software Development Firm", having represented to the "Authority" that he has the required resources, has offered to provide the service in response to the Tender Notice No: _____, Dated: _____ issued by the Authority;
- b. the "Authority" has accepted the offer of the Software Development Firm to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: The General Conditions of Agreement;

Appendix B: The Scope of Work;

Appendix C: Agreement Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Software Development Firm shall be as set forth in the Agreement, in particular:
 - a. The Software Development Firm shall carry out the service in accordance with the provisions of the Agreement; and
 - b. The Certificate on the satisfactory performance of the services by the Software Development Firm shall be issued by an officer authorized by the Authority and in consideration of the Certificate of the satisfactory performance of Software Development Firm, the Authority shall make such payments and in such a manner as is provided in the Agreement.



3. Mode of Payment

The Software Development Firm will open a specific Bank Account for payment by the Authority in the beneficiary account towards the services rendered by the Software Development Firm. The Software Development Firm will furnish the details of the Bank Account to the Authority within 7 days from the signing of the Agreement.

This Agreement constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. Now this agreement witness as below:

- a. That in consideration of the payment to be made by the "Authority" to the "Software Development Firm", the "Software Development Firm" hereby agrees with the "Authority" to provide resources to be engaged in conformity with the provisions of the terms and conditions of the Agreement.
- b. That the "Authority" hereby further agrees to pay the "Software Development Firm" the Agreement price at the time and in the manner prescribed in the said terms and conditions.
- c. Financial limit under this Agreement varies with changes in statutory dues and government taxes as applicable from time to time.
- d. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the Agreement.
- e. That this agreement is valid up to _____.

For and on behalf of [**Authority**]

Witness 1:

Witness 2:

For and on behalf of [Software Development Firm]

[**Name and Designation of the Representative with seal**]

Witness 1:

Witness 2:



PERFORMANCE BANK GUARANTEE FORMAT

To

**The Additional CEO-cum-Additional Secretary,
Home (Elections) Department,
Government of Odisha
Bhubaneswar - 751001**

WHEREAS..... (Name and address of the Software Development Firm) (hereinafter called "the Software Development Firm) has undertaken, in pursuance of Agreement no..... dated to undertake the service (description of the services) (herein after called "the Agreement").

AND WHEREAS it has been stipulated by _____(Name of the Authority) in the said Agreement that the Software Development Firm shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Agreement;

AND WHEREAS we have agreed to give the Software Development Firm such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Software Development Firm up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Software Development Firm to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein;

We hereby waive the necessity of your demanding the said debt from the Software Development Firm before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement to be performed there under or of any of the Agreement documents which may be made between you and the Software Development Firm shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of, year.....

Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ----- branch a written claim or demand and received by us at our ----- branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank & Branch



To

The Addl. CEO-cum- Addl. Secy. to Govt.,
Home (Elections) Department,
Unit-V, Bhubaneswar

Sub: TENDER for providing complete software solution to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in).

Dear Sir,

Ref: Tender No: _____

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. EMD for Rs.50,000/- (Rupees Fifty Thousand) only has been deposited in form of D.D. No. Dated Drawn in bank: branch.....in favour of the DDO, Home Election Department payable at Bhubaneswar.

Dated this Day of 2024

Dated this..... Day of March 2024

Signature of Authorized Signatory

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

-3-



LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No: _____

To

The Addl. CEO-cum- Addl. Secy. to Govt.,
Home (Elections) Department,
Unit-V, Bhubaneswar

Dear Sir,

Subject: Authorization for attending bid opening as per schedule in the Tender for providing complete software solution to re-design, development, implementation, go-live & maintenance of website for Chief electoral officer, Odisha (www.ceoodisha.nic.in) vide their (Tender No. _____ dated _____).

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

1.

2.

or

Officer authorized to sign the bid documents on behalf of the bidder.

*** Note**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced

