 <p>ELCOT Adding Value through IT</p>	<h1>Electronics Corporation of Tamil Nadu Limited</h1>
	<p>Tender for Web Streaming of Videos for General Elections to Tamil Nadu Legislative Assembly, 2016</p> <p><u>Tender Reference</u></p> <p>ELCOT/Networks/OT/32891/Elections/2016</p> <p>Tender Document</p>
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Importance Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (Website link <http://www.tn.gov.in/gorders/fin446-e.htm>) as amended from time to time.

Acronyms used in the Document

BG	Bank Guarantee
CC	Counting Process
CEO	Chief Electoral Officer
DD	Demand Draft
ECI	Election Commission of India
EMD	Earnest Money Deposit
HD	High Definition
INR	Indian Rupees
IT	Information Technology
IP	Internet protocol
LD	Liquidated Damage
LOA	Letter Of Acceptance
LOI	Letter of Indent
PS	Polling Stations
RO	Returning Officer
SD	Security Deposit
SPOC	Single Point of Contact
ST	Service Tax
TDS	Tax Deduction at Source
TNLA	Tamil Nadu Legislative Assembly

Know Your Rights

- 1.All tenders will be opened only in the presence of the bidders or their representatives, on the appointed date and time.
- 2.The bidders have a right to insist on processing of technical bids in the bidders presence only.
- 3.Price bid opening will be done only in the presence of technically qualified bidders or their representatives, on the appointed date and time.
- 4.Vendors / bidders are eligible for a vendor signed copy of the price bid comparison statement on the spot.
- 5.Please insist on your rights and avail the same.

Note: None of the above can be claimed if the authorised representatives are not present at the relevant time and place.

MANAGING DIRECTOR
ELCOT

Letter of Undertaking

To

The Managing Director
Electronics Corporation of Tamil Nadu Limited
692, Anna Salai,
Nandanam,
Chennai-600035

Sir,

Sub: Undertaking for participating in ELCOT's Tender for Web Streaming of Videos for General Elections to Tamilnadu Legislative Assembly, 2016 - Reg.

Ref: Tender No. ELCOT/Networks/OT/32891/Elections/2016 dated 08.02.2016

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

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

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from

this tender and also are liable for any penal actions that may arise due to the above.

I/We ----- certify that no refurbished components are used for the Provision for Web Streaming of Videos for General Elections to Tamilnadu Legislative Assembly, 2016. The tendered items to be delivered under this contract are certified as genuine and valid.

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

In case of violation of any of the conditions above, I/We..... Understand that I/ We are liable to be blacklisted.

Yours faithfully
for _____
Name, Signature
Designation
Seal

Note:

- 1) Declaration in the company's letter head should be submitted as per the format given above
- 2) If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.

1. Preamble

Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking is the Optional Procurement Agency of the Government of Tamil Nadu for procurement of IT related products like Computers, Printers, other peripherals and software as per G.O.Ms.No.58 of Finance (BPE) Department dated 16.2.1999 with latest amendments. ELCOT is procuring various IT related products for all the State Government Departments / Boards / Autonomous Bodies, etc.

Currently ELCOT has received the request letter from the Chief Electoral Officer & Secretary to Government (Client) to select a suitable agency for the tender towards Web Streaming of videos for General Elections to Tamil Nadu Legislative Assembly 2016.

The Election Commission has directed that in compliance with the orders of the Supreme Court in Civil Appeal No.9228 of 2003 (Janak Singh Vs. Das Rai and other) dated 11.02.2005, photography may be carried out inside the Polling stations to photograph electors and cover Poll Proceedings without compromising the secrecy of voting. This will be in addition to videography of critical events during the election process, videography at hyper-sensitive Polling Stations on the day of Polling.

In view of the utility of live – recording established for monitoring of Poll in the Polling Stations, the Election Department has proposed that live Web-Streaming of poll proceedings may be taken up in 30,000 (tentative) Polling Stations and also in counting centres in the Districts, covering 234 Assembly Constituencies, in which 4G/3G connectivity is feasible as per the survey done by either BSNL / Vodafone / or any other reliable Service Provider for the ensuring General Elections to Tamil Nadu Legislative Assembly, 2016 as directed by the Election Commission of India. The actual number of Polling Stations in

which the web streaming to be taken up will be arrived based on the feasibility of 4G/3G connectivity available in the Polling Stations.

India is a Socialist, Secular, Democratic Republic and the largest democracy in the world. The modern Indian nation state came into existence on 15th of August 1947. Since then free and fair elections have been held at regular intervals as per the principles enshrined in the Constitution, Electoral Laws and political System. The Constitution of India has vested in the Election Commission of India the superintendence, direction and control of the entire process for conduct of elections to Parliament and Legislature of every State and to the offices of President and Vice- President of India. The Commission is assisted in this Constitutional duty by the Chief Electoral Officers (CEO) of respective states. The CEOs carry out instructions of the Commission and ensure free and fair elections in the state.

ATTENTION CLAUSE: All Intellectual Property Rights will vest with the Client and the bidder shall have no right over the same. Due to security reasons, the Bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Bidder Personnel shall also be required to sign a Non Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

In view of the above, ELCOT invites bids from the suitable bidders for the Tender towards the Web Streaming of Videos for General Elections to Tamil Nadu Legislative Assembly, 2016 as per the Technical specification and terms & conditions as given in this Tender document. The Successful Bidder of this tender shall be required to work closely with the Officials of Election Department (the Client) concerned to complete the work required, upto their satisfaction.

Definitions used in the Tender Document:

1	Agreement	Means the document signed by the Authority (ELECTION) Department and the Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract
2	Bid	Means the complete bidding document submitted by the Bidder to the Authority (ELCOT) and shall include any corrections, addenda and modifications made therein In accordance with the terms and conditions of tender.
3	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
4	Day	A day means a calendar day
5	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
6	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by ELCOT
7	Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
8	Payment	Means the amount payable by Election Department based on the tendered items as per the agreement.
9	Period	Means entire term of the Contract
10	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
11	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process
12	Service Tax	As per the announcement of Government of India, service tax will be paid at actuals as applicable

2. Tender Schedule

ELECTRONICS CORPORATION OF TAMILNADU LIMITED (ELCOT)

1.	Tender inviting Authority, Designation and Address	The Managing Director ELCOT, II Floor MHU Complex 692 Anna Salai, Nandanam, Chennai-600035. e-mail: md@elcot.in , gmttech@elcot.in and ramesh@elcot.in , URL: www.elcot.in
2.	A) Name of the Work B) Tender reference C) Installation	Tender for Web Streaming of Videos for General Elections to Tamil Nadu Legislative Assembly, 2016 ELCOT/Networks/OT/32891/Elections/2016 At the Customer premises of Polling Stations and Counting centres throughout the State of Tamil Nadu
3.	Tender documents available place	On all working days between 11.00 AM and 3.00 PM upto 07.03.2016 from the Address mentioned in Column (1) above. Alternatively, Tender documents can be downloaded free of cost from www.elcot.in and http://www.tenders.tn.gov.in , www.elections.tn.gov.in
4.	Cost of Tender Document	INR 1,100/- per Tender Document for direct purchase from ELCOT. The Tender document fee is waived for the downloaded Tender document.
5.	Earnest Money Deposit (EMD)	Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of Electronics Corporation of Tamil Nadu Limited and payable at Chennai only.
6	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted MANUALLY. Stage-1 – Technical Bid, Stage-2 – Price Bid. Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	04.03.2016 @ 4.00 P.M at the address mentioned in Column (1) above.
8.	Due Date, Time and Place of submission of Tender	On 09.03.2016 @ 3.00 PM at the address mentioned in Column (1) above.
9.	Date, Time and Place of opening of the Technical Bids	On 09.03.2016 @ 3.15 PM at the address mentioned in Column (1) above.

10.	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders
11	Bid validity	180 days liable to be extended as per the request of ELCOT

3. General Instructions

3.1 General

a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid. Relaxation in submission of the documentary proof has been given ONLY to the existing suppliers and such relaxation from submission of documents is applicable wherever they are eligible to avail.

b) It will be imperative for each Bidder(s) to familiarise himself/ themselves with the prevailing legal situations for the execution of contract. ELCOT shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by ELCOT. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.

d) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

- f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to ELCOT and for the concerned Client for all the deliveries and deliverables.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify ELCOT by letter or by Fax or by E-mail as per the Format prescribed in **Appendix – 3** to md@elcot.in with a copy to gmtech@elcot.in and ramesh@elcot.in. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact with gmtech@elcot.in, ramesh@elcot.in to register your e-mail id.

3.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. ELCOT will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications will be offered by ELCOT within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, ELCOT may amend the Tender document as per requirements or wherever ELCOT feels that such amendments are absolutely necessary.
- d) Amendments also may be given in response to the queries by the

prospective Bidders.

- e) Such amendments will be notified in the websites mentioned in the tender schedule.
- f) ELCOT at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) ELCOT is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- Non holding of Polls in selected booths and decision of Election Commission of India not to have live recording.

4. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility Criteria in the Technical Bid.

#	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1.	<p>Bidder should be a Company registered in India under the Companies Act 1956.</p> <p>Bidder should have been in the Information Technology/IT enabled services/Telecommunication business/Video Recording Services/Internet Service Provider for 5 Years as on 31/12/2015</p>	<p>a) Copy of the Certificate of incorporation should be submitted.</p> <p>b) Copy of the work order dated on or before 01.01.2010 obtained from the customer or agreement signed dated on or before 01.01.2010 with the customer for any IT Services should be submitted.</p>
2.	<p>In case of Consortium of Bidders:</p> <p>a) Consortium of Bidders is allowed with maximum of two partners.</p> <p>b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 5 years as on 31/12/2015</p> <p>c) No partner of a Consortium should Bid individually or be a partner of another Consortium.</p>	<p>a) All the Consortium partners individually should submit the Certificate of Incorporation/Registration from the appropriate Authority.</p> <p>b) A Consortium Agreement shall be entered among the partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p>
3.	<p>a) Bidder or the Prime bidder in case of the consortium, should have an average annual turnover of Rs.50 Crores and above, in the last three audited financial years</p>	<p>1) Copies of the Audited balance sheet for the last 3 financial years should be submitted.</p> <p>2) Certificate from the Chartered Accountant should be enclosed with positive Net worth in the last two financial years of 2013-14 & 2014-15</p>

4	Bidder or the Consortium Partners, should have executed, at least one single order, for having experience in rendering similar services where live streaming from multiple locations was involved in India, on behalf of Election Commission of India or any other organisation for a value of Rs.50.00 Lakhs or more, during any one of the previous two financial years (2013-14, 2014-15).	Copy of the work order or Agreements and Completion/Satisfactory Certificates from the customers should be submitted.
5.	The Bidder/Prime Bidder in the case of consortium, should have valid ISO 27001:2011 or higher certificate in his name	Valid copy of ISO 27001:2011 or higher Certificate should be enclosed.
6.	The Prime Bidder shall have local office in Chennai	Copy of the Rental Agreement or land line telephone bills dated on or before 31.12.2015 should be submitted. If the Prime Bidder is not having an Office in Chennai, a necessary Undertaking letter to open the Office in Chennai within 10 days of signing the agreement should be submitted.
7.	The Prime Bidder or the Consortium Partners should not hold any sanction / black-listing by any Government / Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if the sanction / black-list was subsequently withdrawn).	Self declaration Certificate should be submitted

Important Note:

1) Bidders should ensure that they have submitted all the required proof of documents self attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce

original for verification as and when demanded by ELCOT, failing which, such of those documents will not be considered.

2) ELCOT reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

Conditions of the Consortium Bidders.

- 1) One of the Consortium partners from India shall be nominated as Prime Bidder. The Consortium Agreement in INR 100 non-judicial stamp paper should be entered among the partners. All the signatories of the Consortium Agreement shall be authorised by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Companies/parties to the Consortium. Board Resolution authorising the signatories of the Tender and Consortium Agreement would be accepted.
- 2) The Consortium Agreement shall be submitted in original in the Technical Bid. If the Bid from the Consortium becomes successful, the Consortium Agreement, should be registered in Chennai, Tamil Nadu before execution of Contract so as to be legally valid and binding on all the partners.
- 3) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the Consortium Agreement. The consortium agreement should indicate precisely the role of each partner of the consortium in respect of the contract.
- 4) The Prime Bidder shall be authorised by the other Consortium partner to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.
- 5) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be a partner of another Consortium. **All such Bids will be subject to rejection.**

5. Bid Preparation and Submission

5.1 Cost of Bidding

The Bidders should bear all the costs associated with the preparation and submission of Bids. ELCOT will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Tender Document Fee

a) The Tender Documents may be directly purchased from ELCOT on payment of fees as mentioned in the Tender Schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of "Electronics Corporation of Tamil Nadu Limited", payable at Chennai.

b) Alternatively the Tender Documents can be downloaded free of cost from the websites mentioned in the Tender Schedule. The Tender document fee is waived for such downloaded documents.

5.3 Earnest Money Deposit (EMD)

a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Electronics Corporation of Tamil Nadu Limited" payable at Chennai. The Demand Draft or Banker's Cheque should be deposited physically at ELCOT along with the technical bid before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable.

b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by ELCOT till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

- c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.
- d) The EMD amount will be forfeited to ELCOT, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit Security Deposit and / or fails to sign the Contract within the due dates.

5.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney, should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

5.5 Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.5.1 Technical Bid (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any, shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.

- c) The Technical Bid with supporting documents along with the relevant EMD should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as Technical Bid (Envelope-A) "Tender for Web Streaming of Videos to General Elections to Tamil Nadu Legislative Assembly, 2016" – Tender No. ELCOT / Networks / OT / 32891 / Elections / 2016 **due on as per the tender schedule Chapter no.2** The "FROM Address" and "TO Address" should be clearly written in the cover otherwise the Bid is liable for rejection.
- d) The bidders should submit the details of make and model of the items offered against the tender requirement.

5.5.2 Price Bid Form (Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply, commissioning and delivery of services.
- c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if the Price Bid contains conditional offers.
- e) The Price Bid shall be typed, signed and stamped by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period

specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

- g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as “Tender for Web Streaming of Videos to General Elections to Tamil Nadu Legislative Assembly, 2016” Tender Ref.: ELCOT/Networks/OT/32891/Elections/2016 **due on as per the tender schedule Chapter no.2.** The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

5.7 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.7.1 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by the use of sealant. The outer cover shall be superscribed as “Tender for Web Streaming of Videos to General Elections to Tamil Nadu Legislative Assembly, 2016” – Tender Ref.: ELCOT/Networks/OT/32891/Elections/2016 **due on as per the tender schedule Chapter no.2.**” The “FROM” address and “TO” address shall

be written without fail otherwise the Bid is liable for rejection.

5.8 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at ELCOT, MHU Complex II Floor, 692, Anna Salai, Nandanam, Chennai- 600 035 on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches the Managing Director, ELCOT on or before the due date and time. ELCOT will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

5.9 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids unless specifically asked by ELCOT.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

6.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. However ELCOT reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of Authorisation
- received without EMD amount
- are found with suppression of details
- with incomplete information, subjective, conditional offers.
- submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender
- lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of ELCOT will be final in this regard.

6.4 Clarifications by ELCOT

When deemed necessary, ELCOT may seek bonafide clarifications on any

aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, ELCOT may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of ELCOT as stated above, such Bids may at the discretion of ELCOT, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, ELCOT shall have the right to reject the Bid and if after selection, will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.
- b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, ELCOT shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, ELCOT at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2 Technical Bid Evaluation

- a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) The sample if any submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidders.
- c) For those Bidders who have already worked or working with ELCOT, their previous performance in ELCOT would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected. The Unsatisfactory performance is defined as
 - 1) Non responsiveness after getting the Purchase order
 - 2) Delay in supply, installation of the ordered items etc.
 - 3) Lack of communication about the delay in the work etc

6.5.3 Price Bid Evaluation

- a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at ELCOT.
- b) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 with latest amendments. All the cost in the Price Bid will be added and evaluated.
- c) The Price Bid Format should not be changed or altered or tampered. If the Bid form is found to be tampered, the Bids will be

summarily rejected. ELCOT will not be responsible for the errors committed by the Bidders.

- d) The Price Bid Format should not contain any conditional offers or variation clauses otherwise the Bids will be summarily rejected.
- e) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the delivery of service.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender document from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.
- g) The lowest cost as per the above evaluation will be considered as L1 cost. ELCOT will not be responsible for any errors committed in the Price Bid. ELCOT will negotiate with the lowest cost offered Bidder (L1 Bidder) for further reduction of the price.
- h) The L1 Bidder as well as all the Technically Qualified Bidders will be negotiated to match L1 Price. If L1 has not performed the work satisfactorily, the order will be given to the next Successful Bidder in the tender. The decision of ELCOT will be the final.
- i) The bidder should quote for all the items mentioned in the tender Document. Partial bid is not allowed. Failure to, submit the offer or partial offer will be liable for rejection of the bid itself.
- j) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidder.

6.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7 Award of Contract

- 1) Total quantity will be awarded to the L1 Bidder as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time and Terms and Conditions of the Tender.
- 2) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

6.8 ELCOT reserves the right to:

- Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- Insist on quality / specification of materials/services delivered.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.
- ELCOT reserves its right to withhold any amount for the deficiency in the service.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with ELCOT who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by ELCOT, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender, a Letter of Acceptance (LOA) will be issued to the Successful Bidder by ELCOT.

7.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to **Five percent** of the value of the order, inclusive of EMD by way of Demand Draft in the name of Chief Electoral Officer, Elections Department, Govt of Tamil Nadu, payable at Chennai or in the form of unconditional irrevocable Bank Guarantee, valid for a period, equivalent to the Contract period from the date of acceptance of the tender on receipt of confirmation from ELCOT. **The SD shall be paid to the Client within 7 days from the date of issue Letter of Acceptance (LOA) by ELCOT.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of the work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the work Order. The Security Deposit held by Election Department till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the

Tender or if the Bidder fails to sign the contract.

7.4 Execution of Contract

- a) The Successful Bidder should execute a Contract as per **Appendix -1** with the client valid for a period of 6 months in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by ELCOT** with such changes/modifications as may be indicated by the client at the time of execution on receipt of confirmation.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of ELCOT/Client. ELCOT/Client reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT/Client and ELCOT/Client also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Work Order

After execution of the Contract and payment of Security Deposit, "Firm Work Order" for the Provisioning of Tendered items will be issued to the Successful Bidder by Election Department. The supply and payment will be based on the Work Order(s) issued.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Work Order to the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of the contract period upto the satisfaction of Client. Such completion would be arrived based on the satisfactory delivery of services by the Successful Bidder as per the contract agreement and as per the Work Order issued by the Client.

7.8 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to ELCOT.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to Elections Department and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by Elections Department.

7.9 Termination of Contract**7.9.1 Termination for default**

- a) Elections Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Service Provider, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods/services within the time period(s) specified in

the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Elections Department; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of Elections Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of Elections Department terminating the Contract in whole or in part, Elections Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to Elections Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Insolvency

Elections Department may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Elections Department.

7.9.3 Termination for Convenience

Elections Department may by written notice, with a notice period of 7 days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Elections Department's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

7.10 Execution of Work Order

The Successful Bidder should nominate and intimate ELCOT/ Elections Department, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager is fully familiarised with the Tender Conditions, Scope of Work and deliverables.

7.11 Liquidated Damages (LD)

A penalty will be levied at the rate of 5% per Polling station on day of Polling / per camera in the counting centre on the Counting day, on the value of the work pertaining to the day of the event, if the installation is not completed in full within the stipulated time. The delivery period will effect from the date of receipt of confirmed consignee address. If such failure happens for more than two occasions, apart from forfeiting the Security Deposit paid by the Successful Bidder, such performance may entail black-listing of the Successful Bidder.

7.12 Penalty for Non-Fulfilment of Tender

A penalty for non fulfilment or non- observance of tender conditions indicated in the tender clauses, will be levied at 1% of the total value of the work order.

7.13 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. ELCOT does not bind itself in selecting the bidder offering lowest prices.
- b) ELCOT reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of ELCOT for good and sufficient reasons.

7.14 Other Documents to be submitted:

Copy of EPF Registration or necessary Exemption Letter for ESI Registration should be submitted in the Technical Bid.

7.15 Arbitration and Jurisdiction

a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral Officer, Elections Department.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chief Electoral Officer, Elections Department. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

(b) Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

8. Scope of Work

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day and counting day events during the Legislative Assembly Elections 2016 Tamil Nadu, with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below.

a) Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the CEO's secured cloud environment.

b) Supply and installation of Laptops, and internet connectivity as per the specifications indicated in Appendix – 7 for use in the identified polling stations on the polling day along with one manpower per polling station, to operate them to web stream the live data.

c) The manpower in the polling station will also intimate the approximate number of people in queue at that polling station and same shall roll as a scroll below the live feed.

d) Supply and installation of 1 LED TV as per the specifications indicated in Appendix – 7 for use in the office of the Returning Officer (RO), on the polling day to operate them to view the live data.

e) Supply and installation of 2 LED TV as per the specifications indicated in Appendix – 7 for use in the office of the District Election Officers (DEO), on the polling day along with one manpower per DEO, to operate them to view the live data.

f) Supply and installation of 6 LED TVs as per the specifications indicated in Appendix – 7 for use in the office of the Chief Election officer (CEO) at State

Head Quarters, on the polling day along with two manpower, to operate them to view the live data.

g) Supply and installation of HD cameras and Laptop as per the specifications indicated in Appendix –7 along with one manpower per counting centre, for use in the counting centres, on counting day, to web stream the counting day activities in each counting centre.

h) Supply and installation of 1 LED TV as per the specifications indicated in Appendix –7 in the office of the DEO, along with one manpower, for use on the counting day, to view the live data of counting activities in each DEO's office.

i) Supply and installation of 6 LED TV as per the specifications indicated in Appendix –7 in the office of the CEO, along with two manpower, for use on the counting day, to view the live data of counting activities in each CEO's office.

j) The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations/Counting Centres, on TV(s) for viewing in the Offices of the CEO, DEOs & ROs.

k) Training of the officials on the operation of the web streaming software as required.

l) Establishment of the centralized Help desk with minimum of 5 seaters to manage and fix the complaints/issues coming up on the Polling and Counting days.

8.1. Technical Details

Task 1: Hosting of the web based streaming software:

The bidder is required to ensure the live streaming and recording of the conduct of the poll process at the identified polling stations/Counting Centres. In this

regard, the bidder shall deploy suitably secured proven web based software, that has the ability to record both audio and video. The required server with necessary system software licenses, sufficient storage capacity and internet bandwidth, shall be provided in a secured cloud environment by the **Client**. The web based streaming software, shall be fine tuned as per the guidelines of the nodal officer.

The key features of the software shall be:

- Able to record video in H.264 or other open formats which can be read by a variety of open source software solution.
- Able to record at least 8 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
- Both audio and video should have the running time stamp. The timestamp should come from a secured location / source and should be approved by the Nodal Officer.
- The recording should not require any specialized software and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla Fire Fox and Apple Safari.
- The Application shall be loaded from the Browser and the User shall, only have the capability to Start and Stop the Recording. (The User is a person provided by the bidder, who will use and operate the recording system and online application at the polling station). A dedicated key combination should be programmed to be an Alert Button that should then be highlighted in the Control Room.
- The software shall provide video streaming URL with password protection to view district wise, parliamentary constituency/assembly

constituency wise and polling station/counting centre wise videos which are streamed from the polling stations/counting centres.

- The software shall include options for
 - Connectivity status of web camera/IP camera from the polling station/counting centre whether the stream is online/offline
 - Option for auto rotation of videos within assembly constituency/district/state level based on the type of user connected and options selected.
 - Option for on-demand view of the polling station/counting centre wise video
- Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
- The application downloading shall not involve any formatting of the hard disk of the recording Laptop.
- The software provided should have been developed by the bidder and should not be the free software or shareware available on the internet. During the recording, the User should be able to see the actual video that is being recorded.
- Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.
- The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.

- The bidder is required to deploy suitable Compression techniques so that the data can be transmitted appropriately.
- The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
- Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
- The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
- The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs & ROs.
- The software shall list all polling stations/counting centres with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
- The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other Offices as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet.
- The bidder shall also develop an application software which monitors the data feed from each Polling Station on the polling day and also

from each HD camera in the counting centre on the counting day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause.

Task 2. Live Streaming and Recording of the Polling at Polling Stations

A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.

Number of Locations for Video & Audio Recording: 30,000 Nos (approximately)

- a) The bidder has to supply and install the Laptops with camera, as per the minimum specification indicated in Appendix-7 in the identified Polling stations.
- b) The bidder has to provide the suitable internet connectivity with minimum of **1 mbps** speed from a reputed suitable service provider to the Laptops installed, in the identified polling stations.
- c) The bidder has to post one person at each identified polling station, with proper training on the usage of the web streaming software, using the Laptop and the internet connectivity on the day of polling and also during trial runs. In addition the person will send the number of people in the queue, to cast vote, on a periodical basis, thro' SMS over the mobile device provided to him. This data will be provided to them on a periodical basis by the Client.
- d) The bidder is required to have at least two dry/trial runs of the process, to satisfy the Client that their systems are in good working condition at least two days before the poll and the counting day.
- e) In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder. This will not entail additional financial commitment.

- f) The bidder shall also provide the following, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smoothly and the exact requirements are indicated in Appendix – 9.
- 1) Lap Top
 - 2) Internet connectivity
 - 3) LED TV 42 “
 - 4) Manpower
- g) The bidder shall ensure that the live feeds are transmitted in a secured manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
- h) The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
- i) The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
- j) After the event is over on polling day, the supplied Laptops, LED TV's and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
- k) The **Client** shall provide adequate compute performance on the servers and storage along with suitable high speed internet / network bandwidth to accommodate the multiple video streaming.
- l) The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer / PO1 Officer), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.
- m) **Control Centre:**
- The bidder is also required to assist the Nodal Officer and District Officers in the setting up of the **Control Centres which will use the feed from the**

Camera devices on the days of Polling & Counting. The Control Centre will be at the State Level (CEO's office) and in each District (DEO's-32).

In the CEO's office, the bidder has to provide two technical persons for co-ordination with districts and server team on the polling/counting day.

The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling and counting in each Control Centre as indicated in Appendix -9.

- 1) Laptop
- 2) Internet connectivity only on the polling day
- 3) LED TV 42 "
- 4) Manpower

The Client shall provide the sufficient internet bandwidth for the live streaming of the counting day event.

Some Important Data for the consideration includes:

Number of Days required for recording at each location : 1 day

[References to Day means 24 hours or part thereof]

In case of hosted Content Delivery Network covering polling stations, the Service Level Agreement (SLA) for uptime is 90 %.

Task 3. Live Streaming and Recording of the Counting Process

A pre-determined list of locations where Counting Process will happen shall be shared with the bidder.

All the items for Task 1 are required to be adhered to as applicable.

Some Important Details for the consideration includes:

Number of Locations for Video & Audio Recording: **234 Nos** (approximately).

The bidder shall supply 16 nos of High end IP cameras as per the specifications given in Appendix-7 at each counting centre location as per the breakups:

Near the counting board	: 1 No
Near the RO	: 1 No
Tables 1 to 14	: 14 Nos

These cameras should support full HD recording. These cameras will be owned and operated by the bidder and shall be taken back at the end of the assignment. Description and make / model of these cameras should be provided in the proposal.

The camera uptime should have an SLA of at least 90%.

Number of Days required for recording at each location : 1

The Client shall provide the sufficient internet bandwidth to the high end cameras for web streaming of the counting day event.

The bidder has to submit architecture and design diagram and a detailed plan to the Client on the execution of the web streaming from the intended locations on the days of polling and counting.

The Client shall provide the sufficient internet bandwidth for the live streaming of the counting day event.

Task 4: Setting up a Help Centre & Deployment of Manpower

The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.

Centralized Help Desk in Chennai:

Operating under the Control of the Nodal Officer, the Centralized Help desk

Team with 5 seater minimum, shall be located in Chennai and shall assist all other locations to fix the issues that are coming up relating to this assignment.

The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.

Similarly the helpdesk should also function two days before counting and one day after counting including the counting day. If there is recounting, it should continue till the end of the recounting.

Manpower:

These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.

The CVs of all the personnel, being deployed should be provided as per **Appendix-4**. Each of the personnel should have at least two of the following with him while in duty.

- A Passport, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.

The following details shall be provided by the bidder in the CVs – Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.

There may be Police / Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.

The personnel shall be required to operate around day of polling and counting

process from each of the Centre posted, in each of the Legislative Assembly Constituency.

The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed. Similarly during counting, the personnel have to report for duty one day before counting and should be available till the counting process is over completely.

Training of these personnel and the tasks shall include:

Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.

Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.

Any other tasks found necessary for the successful live streaming of the videos.

The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

Task 5. Development of Training Material

A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:

- For operating the web streaming Software / Cameras etc.
- For Post event operation of the Video Surveillance footage.

The Training Material should be in the following formats:

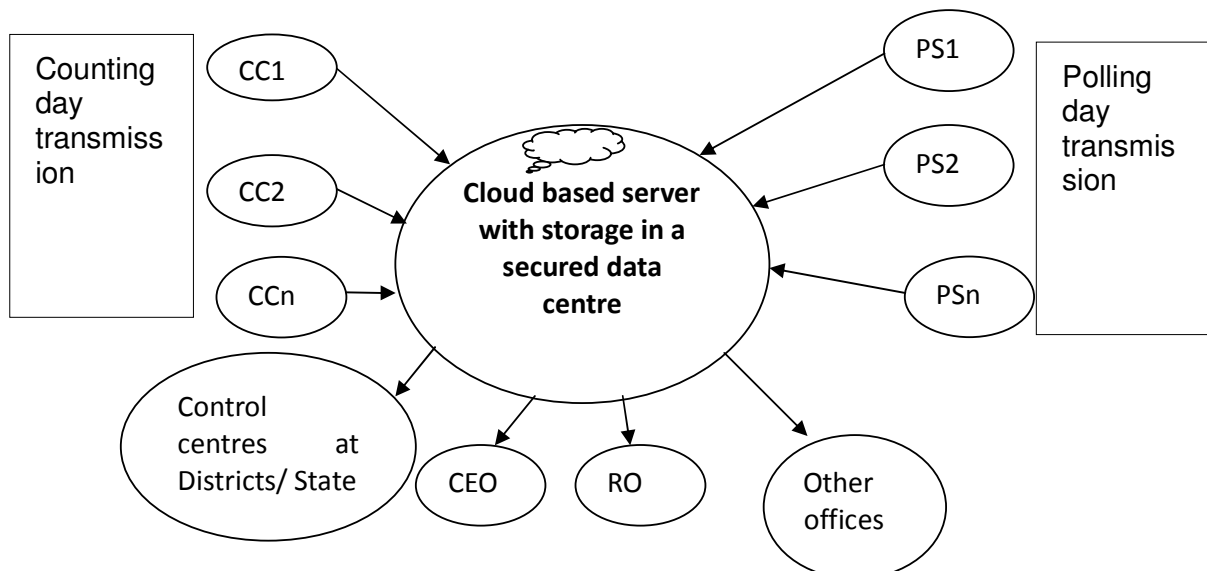
h) Documentation: Text based training material in the form of documents

showing pictures / images and text of How-To, Help Guides, etc.

- i) Multi-Media: Audio and Video content including animations, videos, etc. for the above. Manuals on How To Video shall also be made available.

The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

Process of implementation of the web streaming on polling day and counting day:



The successful bidder shall install in advance, the tested web based web streaming software with all the required features, in the server with enough storage capacity, provided by the **Client** in a cloud environment, which will be available in a secured data centre with sufficient internet bandwidth to meet the traffic during the polling and counting days.

The software must have been developed using Open standards tools as per the GOI guidelines. The Client shall also provide necessary system software such as

OS, RDBMS etc., with necessary licenses. The bidder shall interact with the Client/Data Centre agencies towards the smooth installation and running of the web streaming software as and when required till the election process is over.

The Bidder shall provide necessary laptops, internet connection and 1 manpower at the identified polling stations for data transmission purposes to the central server.

The bidder shall also install the necessary infrastructure indicated in Appendix - 10 in the offices of RO, DEO and CEO to enable them to view the live data being transmitted from the polling stations and counting centres respectively on the days of polling and counting.

Since the nature of job is an important one, the bidder has to maintain adequate stocks of Laptops with web cameras, Internet connection devices, LED TV's, HD cameras and substitute manpower, so that when there is a failure in any of these cases, steps shall be taken to replace the defective ones with the working ones quickly so that the data streaming work goes through smoothly. A central Command centre has to be established for co-ordinating the resources. All contact details shall be provided to the nodal officer.

The bidder shall train the manpower provided, for a day or two before deployment at the district level/intended places, towards the usage of the web streaming software to effectively transmit the web streaming on the polling and counting day events.

The bidder shall install the Laptops with internet connectivity at the respective identified places of polling stations and the cameras in the counting centres and shall keep them ready after testing the transmission of the video and audio as required, to the server.

The bidder shall simulate and do the load test of the web streaming event well in advance before the commencement of the polling and counting events, so that

the web streaming website application responds well to the data traffic smoothly up to the satisfactory level.

On the day of polling and counting, the web streaming data shall be transmitted to the server and this shall be viewed from the control centre in multiple frames or individually as required by the CEO, RO and other higher officials concerned. The total process must be fool proof and shall work without any manual operation.

In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in DVD at the end of the day to the officials concerned.

The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving back up of all the videos to CEO's office. The bidder shall add the digital video water mark in the background of the streaming videos.

The bidder shall host the streaming of all polling stations/counting centres on the server on public domain with user credentials. The streaming server shall serve the officers at taluk, assembly constituency, district, CEO and ECI levels as required.

Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 4G/3G/2G/broadband, WiMax, DSPT etc., based on local availability.

The successful bidder shall monitor the server and the data storage and depending on the requirements, information to be given to the Client/Data Centre agencies, to provide more resources as per the demand towards smooth conduct of the web streaming activities.

Operational downtime of the web streaming software is not permitted.

At the end of each event, the web streamed data along with required reports, shall be made available within 4 days to the Client in a Hard disk for later retrieval and usage as necessary.

The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.

The client shall also ensure the safety of the equipments such as Laptops, internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment.
2. Weekly Progress Reports consisting of
 - All works performed by the bidder.
 - The Time Sheets / Attendance duly counter-signed by the Nodal Officer
3. All Other Reports as required for the successful execution of this assignment.
4. Development and Maintenance of an MIS for all reporting purposes.
5. Final Report within 2 weeks of closure of all activities stipulated in the contract.

The reports may be submitted in hard copy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.

The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, within 4 days after each event

(polling/counting) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost

8.2. Compliance with Technical Specifications

All the Bidders shall submit the items as stipulated in the tender. The results and compliance statement will be prepared and evaluated. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected.

8.3 Qualification of Man Power

The Bidder shall depute the trained Man power (without any political affiliation) with the qualification of Higher Secondary/Diploma with adequate experience in the operation of IT equipments, at each identified polling station, each counting centre and in the control centres.

8.4. Supply, Installation and Commissioning

a) **Delivery:** The ordered items shall be delivered, installed and commissioned within one week from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to ELCOT/Client.

b) The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.

c) After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format in Appendix-8.

d) The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client and to ELCOT.

e) In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to ELCOT for suitable directions.

f) If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours time in advance.

g) The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by ELCOT/ Client.

h) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

8.5 Sample Submission

- a) For each item quoted in the Tender, if required by ELCOT, the samples shall be submitted for testing the specification of the items by ELCOT within two days from the date of intimation.
- b) If required by ELCOT, Samples are to be arranged by the Bidders for Evaluation either at ELCOT or anywhere in Chennai.

8.6 Special Concession for ELCOT approved products

- a) If the samples of the tender specification has already been tested and approved by ELCOT in earlier tenders, then the Bidder need not submit those products for sample evaluation. The bidder shall provide the reference of the tender number and test reports.
- b) ELCOT reserves the right to call for samples again, if need arises and to call for any other sample of any other item at any point of time.

9. Payment Clause

9.1 The following are the conditions precedent for release of any payment by the Client:

- a) Signing of Contract
- a) Signing of Non Disclosure Agreement (**Appendix-5**) by all the persons involved in the assignment
- b) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (**Appendix-2**) specified to the Client.

The following would be the Milestones and Payment

#	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	Will be intimated later
2.	Training Documents and Multimedia content	By CEO	Will be intimated later
3.	Two Trial runs and satisfactory Certificate before two days of poll day and counting day.	By CEO	Will be intimated later
4.	Submission of all other project deliverables and final report	By CEO and Payment in full	Within 15 days after the completion of polling and counting events

There will be deduction of Payment for Milestones in the following Manner

For each % violation in the Service Level Agreements set forth, 2 times the equivalent % deduction in contract value will be exercised.

9.2 No advance Payment will be made.

9.3 100% of the total cost will be paid by the **Client** after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user / ELCOT. Bills will be honoured within one month after submission along with all supporting documents in complete shape.

9.4 Payment will be released based on the quantity used at the site and the same has to be attested by ELCOT/ Client.

9.5 Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

9.6 All taxes and other levies imposed by Governments in India will be paid at actuals as applicable.

9.7 Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

10. Penalty Clause

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work. For each % violation in the Service Level Agreements set forth, two times the equivalent % of deduction in the contract value will be exercised

The contract may be cancelled and penalty towards the damages, if any, may be recovered from the bidder in case of breach at the discretion of the Client. The penalty does not cover disruption due to power/internet connection.

A penalty will be levied as detailed below.

10.1 Penalty for the delay in the transmission of the data feed from the Polling Station:

The Successful Bidder shall ensure 90% uptime of the data feed from each identified polling station using the Web Streaming Software, during the Polling day, failing which the following charges will be levied which will be deducted from the pending payments due to the bidder.

%	Penalty
90 % or more up time	No penalties
Less than 90%	2 times of the contract value per Polling station

If the bidder fails to achieve 90% or more uptime, the bidder would be asked to rectify the same within 10 minutes. If this is not possible, it shall be deemed as **event of default** by which the agreement will be terminated.

10.2 Penalty for the delay in the transmission of data feed from the Web Cameras from the counting centres:

The Successful Bidder shall ensure 90 % uptime of the Web Camera, during the Counting day, failing which the following charges will be, levied which will be deducted from the pending payments due to the bidder.

%	Penalty
90% or more up time	No penalties
Less than 90%	2 times of the contract value per counting centre.

If the Bidder fails to achieve 90% or more uptime, Bidder shall be asked to rectify the same within 5 minutes. If this is not possible, it shall be deemed as **event of default** by which the agreement will be terminated.

11. Responsibilities of the stake holders**A) Responsibilities of the Successful Bidder:**

1. Prepare a Project Plan in Consultation with the Nodal officer.
2. Enter into Contract with the CEO.
3. Mobilization of personnel to take up the work.
4. Deliver the services & deliverables as per the contract terms & conditions.
5. Give the demonstration of the solution to the nodal officer with in 15 days from the date of signing of the contract.
6. Conduct of trial runs to see that the web streaming from the identified locations goes thro' smoothly without any bottlenecks and rectification of the same where necessary.
7. Conduct of live run to see that the web streaming from the identified locations goes thro' smoothly without any bottlenecks on the days of polling and counting.
8. Provide all the assembly constituency wise and polling station/counting centre wise log details of live video streams with down time/uptime.
9. On completion of the Election Process, Handing over of the transmitted data to the Client along with the software in a suitable backup devise to view the same as and when required.

B) Responsibilities of the Client (Elections Department)

1. Issue of Work order and signing of contract agreement with the successful bidder.
2. Appoint a nodal officer a dedicated person as a single point of contact to monitor the project.
3. Listing of sites namely polling stations/counting centres as applicable.
4. Provide basic details and web link details for webcasting
5. Conducting the acceptance testing one day in advance for the system prior to polling/counting day.
6. Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
7. Ensure the safety and security of the Laptops, internet connectivity and HD

- cameras delivered by the bidders at the respective locations
8. Provision of power, furniture, security and other resources to the bidder, towards the operation of the Laptop / HD cameras to transmit the web streaming data on the scheduled dates.
 9. Addressing letters to district collectors across TN with appropriate instructions.
 10. Co-ordination with district collectors across TN for the implementation of the project.
 11. Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
 12. Provision of internet connectivity at the counting centres and control centres at the Offices of R.Os, DEOs and the CEO.
 13. Help the bidder during the conduct of the trail and actual runs
 14. Facilitate the bidder to ensure that the internet service provider extends the good support in the performance of the connectivity during the elections process.
 15. Release of payments as per the satisfactory completion of the work.

C) Responsibilities of ELCOT:

- Float the tender for Elections Department to select the suitable bidder to assist in the process of elections towards the web streaming of the video/audio data and the release of LOA to the shortlisted bidder.

12. Exit Clause

Before the end of the contract and after the completion of the polling and counting day events within 4 days in each case, the bidder has to hand over the following:

- a) The complete recording of polling day events in video/audio format in HDD of 1 TB capacity in 2 nos or more, with software to view the details as and when necessary.

- b) The complete recording of counting day events in video/audio format in HDD of 1 TB capacity in 2 nos or more, with software to view the details as and when necessary.

Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the Tender for Web Streaming of Videos for General Elections to Tamilnadu Legislative Assembly, 2016) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).**

This Contract entered into this _____ day of _____ 2016 at Chennai between The Chief Electoral Officer, Public (Elections) Department, Secretariat, Chennai-600 009, being the service recipient hereinafter referred to as the **Department**, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. _____ hereinafter referred to as the 'Successful Bidder' (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas The Electronics Corporation of Tamil Nadu Ltd invited a tender vide Tender Ref. **ELCOT/Networks/OT/32891/Elections/2016** for **Web Streaming of Videos for General Elections to the Tamil Nadu Legislative Assembly, 2016** and real time transmission of the same, the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas the Election Department and the Successful Bidder, in pursuance thereof have arrived at the following terms and conditions:

1) This Contract shall remain in force during the Contract period of **6 months** from the date of signing. The Department may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that

breach on 5 days of written notice from the Department. Termination of this contract by the Department will not relieve the Successful Bidder of his liability as agreed.

The Successful Bidder agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department. This cost is firm and not subject to enhancement.

2) The Successful Bidder agrees to deliver the services as specified in the Tender within the stipulated period prescribed at the cost given in **Appendix - 8**. This cost is firm and not subject to enhancement.

3) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of Elections Department.

4) **Force Majeure:** Neither Election Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- Non holding of Polls in selected booths and decision of Election Commission of India not to have live recording.

5) The Tender documents in relation to this Tender issued for Web Streaming of Videos for General Elections to the Tamil Nadu Legislative Assembly, 2016 shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

6) Liquidated Damages (LD):

A penalty will be levied at the rate of 5% per Polling station on day of Polling/ per camera in the counting centre on the Counting day, on the value of the work pertaining to the day of the event, if the installation is not completed in full within the stipulated time. The delivery period will effect from the date of receipt of confirmed consignee address. If such failure happens for more than two occasions, apart from forfeiting the Security Deposit paid by the Successful Bidder, such performance may entail black-listing of the Successful Bidder.

7) Penalty for non fulfilment of Tender conditions:

A penalty for non fulfilment or non- observance of tender conditions indicated in the tender clauses, will be levied at 1% of the total value of the work order.

8) Payment Terms:

8.1 The following are the conditions precedent for release of any payment by the Client:

a) Signing of the Contract

- b) Signing of the Non Disclosure Agreement (**Appendix-5**) by all the persons involved in the assignment
- c) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (**Appendix-2**) specified to the Client.

The following would be the Milestones and Payment

#	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	Will be intimated later
2.	Training Documents and Multimedia content	By CEO	Will be intimated later
3.	Two Trial runs and satisfactory Certificate before two days of poll day and counting day.	By CEO	Will be intimated later
4.	Submission of all other project deliverables and final report	By CEO and Payment in full	Within 15 day after the completion of polling and counting events

There will be deduction of Payment for Milestones in the following Manner

For each % violation in the Service Level Agreements set forth, 2 times the equivalent % deduction in contract value will be exercised.

8.2 No advance Payment will be made.

8.3 100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user. Bills will be honoured within one month after submission along with all supporting documents in complete shape.

8.4 Payment will be released based on the quantity used at the site and the same to be attested by the end user.

8.5 Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

8.6 All taxes and other levies imposed by Governments in India will be paid at actuals as applicable.

8.7 Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

9) Penalty Clause:

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work. For each % violation in the Service Level Agreements set forth, two times the equivalent % of deduction in the contract value will be exercised

The contract may be cancelled and penalty towards the damages if any, may be recovered from the bidder in case of breach at the discretion of the Client. A penalty will be levied as detailed below.

9.1 Penalty for the delay in the transmission of the data feed from the Polling Station:

The Successful Bidder shall ensure 90% uptime of the data feed from each identified polling station using the Web Streaming Software, during the Polling

day, failing which the following charges will be levied which will be deducted from the pending payments due to the bidder.

%	Penalty
90 % or more up time	No penalties
Less than 90%	2 times of the contract value per Polling station

If the bidder fails to achieve 90% or more uptime, the bidder would be asked to rectify the same within 10 minutes. If this is not possible, it shall be deemed as **event of default** by which the agreement will be terminated.

9.2 Penalty for the delay in the transmission of data feed from the Web Camera from the counting centres:

The Successful Bidder shall ensure 90 % uptime of the Web Camera, during the Counting day, failing which the following charges will be, levied which will be deducted from the pending payments due to the bidder.

%	Penalty
90% or more up time	No penalties
Less than 90%	2 times of the contract value per counting centre.

If the Bidder fails to achieve 90% or more uptime, Bidder shall be asked to rectify the same within 5 minutes. If this is not possible, it shall be deemed as **event of default** by which the agreement will be terminated.

10) Any notice from one party to the other given or required to be given here under shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or

b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

- 11) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, Elections Department reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder. The total liability, however arising, of the Successful Bidder under the contract is limited to that amount payable to the Successful Bidder by Elections Department under the contract.

12. Termination of Contract

12.1 Termination for default

- a) Election Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part,
- (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Election Department (or)
 - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract (or)
 - (iii) if the Successful Bidder, in the judgement of Election Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of terminating the Contract in whole or in part, Election Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to the Election Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

12.2 Termination for Insolvency

Election Department may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Election Department.

12.3 Termination for Convenience

Election Department may by written notice, with a notice period of 7 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify, that termination is for Elections Department's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensations whatsoever.

13. Any notice to the Successful Bidder shall be deemed to be sufficiently Served, if given or left in writing at their usual or last known place of abode or business.

14. Elections Department reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non performance of the Successful Bidder.

15. Arbitration Clause:-

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral Officer, Elections Department.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chief Electoral Officer, Elections Department. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

16. Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of Elections Department
1) Witness	
2) Witness	

Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To

The Chief Electoral Officer,
Elections Department,
Secretariat,
Chennai – 600 009.

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Chief Electoral Officer, Elections Department, Secretariat, Chennai – 600 009. (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “ Service Provider”) against Letter of Acceptance reference _____ dated __/__/____ of M/s. Electronics Corporation of Tamil Nadu Limited. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force up to ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____/ - (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/ - (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until ___ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs._____/ - (Rupees _____ Only). This Bank Guarantee shall be valid up to ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Name in Block Letters)

(Signature)

Appendix-3 Format for Clarifications / Amendments

**FORMAT FOR
QUERIES ON TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS**

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR TECHNICAL SPECIFICATIONS:

Sl. No.	Page No.	Product Code	Item Name	Existing Specification as per Tender Document	Technical Parameter as per Tender Document	Amendment requested	Reasons for requesting the amendment

Appendix 4 Bio data of Polling duty manpower

The CVs of all the personnel being deployed should be provided as per the format given below.

Sl.no	Description	Details to be provided
1	Name	
2	Date of Birth	
3	Permanent Address	
4	Criminal or Civil Record details if any	
5	Mobile no.	
6	Educational Qualifications	
7	Experience	
8	Email Address	
9	Copies of Identity cards given below	
10	Passport No	
11	Driving License No	
12	PAN Card No.	
13	Aadhaar Card No.	
14	Address during last 10 years	

Appendix 5 Non-Disclosure Agreement

To

The Chief Electoral Officer,
Elections Department,
Chennai-600 009

Sir,

Sub: Non –Disclosure agreement.

Format will be provided by Elections Department later when required

Due to security reasons, the Consultant is required not to disclose that they are Bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Consultant Personnel will also be required to sign a Non Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

Appendix-6 Technical Bid

A1.1 Check-list for Enclosures

S.No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Payment of EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation /Power of Attorney for signing the Tender document	
5	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day and Counting Day	
	Eligibility Criteria	
6	Certificate of Incorporation as per clause 4.1(a)	
	Copy of Purchase/Work orders received on or after 01.01.2010 and Completion Certificate received from the Customers as per clause 4.1(b)	
7	Original Consortium agreements as per clause 4.2	
8	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2012-13,2013-14, 2014-15) as a Proof for turnover as per clause 4.3(a)	
9	Copies of Net worth Certificate for the period of last two years as per clause .4.3(b)	
10	Bidder or the Consortium Partners, should have executed at least one single order for having experience in rendering similar services where live streaming from multiple locations was involved for any state in India on behalf of Election Commission of India or any other organisation for a value of Rs.50.00 Lakhs or more during any one of the previous two financial years (2013-14, 2014-15) as per clause no.4.4 (a)	
11	Copy of the valid ISO 27001:2011 Certificate or higher, as per clause 4.5	
12	If the Prime Bidder not having an Office in Chennai, copy of the necessary Undertaking letter to open the Office in Chennai within 10 days.	
13	Copy of the Letter of Undertaking as indicated in the tender document vide page no.9	
14	Technical Specifications Compliance Statement as per Appendix-7	

A 1.2 Profile of the Bidder

		Prime Bidder	Consortium Bidder -1
1.	Name of the Company		
2.	Year of incorporation		
3.	Nature of the Company (Registered Company or Partnership or Proprietary)		
4.	Registered Office Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Contact person Telephone Number		
	Email Address		
5.	Name of Local Presence at Chennai		
	Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Telephone Number		
	Email Address		
6.	Registration Details		
	Permanent Account Number		
	VAT Registration Number		
	CST Registration Number		
	Service Tax Registration Number		
7.	Banker's Name, Address and Account Number		
8.	ESI Registration No. and ESI Remittance details for last 3 years		
9.	PF Registration No. and PF Remittance details for last 3 years.		

Important Note:

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

A 1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Details to be furnished with Proof/Page no. to be indicted with Flags
1	The Bidder should be a Company Registered in India under the Indian Companies Act 1956 as per Clause 4.1	
2	a) Consortium of Bidders is allowed with maximum of two partners. b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company/Society in India and existing for the past 5 years c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	
3	Bidder (including consortium partner, if any) should have average annual Turnover for last 3 years as per clause no.4.3	
	2012-13	
	2013-14	
	2014-15	
4	Copy of the Work order/Agreements and Completion certificate as per clause no.4.4	
5	Copy of the valid ISO 27001:2011 Certificate as per clause 4.5	
6	Copy of the Rental agreement of Land line telephone bills (or) If the Prime Bidder is not having an Office in Chennai, a necessary Undertaking letter open the Office in Chennai within 10 days as per clause 4.6	
7	Self declaration certificate for black listing as per clause 4.7	
8	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day and Counting Day	
9	Technical Specifications Compliance Statement as per Appendix-7	

Appendix-7 Technical Specifications

A1 Specifications for Laptop:

Sl. No	Descriptions	Compliance Yes/No
1	Construction and Externals: Metal / Alloy / reinforced hinges for Display.	
2	Processor (Minimum) : : Intel Core i5 6200U with processor speed of 2.0 GHz or higher.	
3	Memory: 4 GB DDR3 SDRAM @ 1066 MHz.	
4	Hard Disk Drive : Minimum of 500GB SATA with minimum 5400 RPM	
5	Display : 14 Inch display	
6	Display resolution : 1024X768 or higher	
7	Ports : Minimum 3 USB, Headphone/speaker out, RJ-45, AC power, in built speaker	
8	Network: 10/100/1000 Gigabit LAN	
9	Misc. : RJ45 (LAN)	
10	WiFi: 802.11b/g/n, Bluetooth: V4.0 High Speed	
11	Camera : HD camera	
12	Graphics : Integrated Graphics supporting 128 MB VRAM or Higher	
13	Keyboard : Standard keyboard with integrated touch pad	
14	AC Power adopter : Input 170V- 270V, 50 Hz AC power adopter	
15	Operation Temperature : 0- 55 Degree Centigrade	
16	Battery Type : Standard Rechargeable 6 cell Li-Ion (45 WHr) with minimum 2 hours backup	
17	Operating System: Preloaded Windows 7 Professional or higher.	

A2 Specifications for Webcam:

Sl. No	Description	Details	Compliance Yes/No
1	Photo	Minimum 2 Mega Pixel or higher(Software enhanced)	
2	I/O interface	USB 2.0	
3	Microphone	Built-in Mic	
4	Image Resolution	640 x 480 Real	
5	Frame rate	Up to 30 fps	
6	Clip	Built-in clip for PC, Monitor	

A3 Specifications for HD Camera:

SI No	Description	Details	Compliance: Yes/No
1	Image Sensor	1/3 type progressive, 3MOS, 22 million pixels	
2	Effective Pixels	1920 x 1080	
3	Lens	lens with optical image stabilizer, motorized / manual mode switching, 22x zoom, F16 - 32 (f=39 mm to 86 mm / 35 mm equivalent: 28 mm to 616 mm, 16:9)	
4	Filter Diameter	72 mm	
5	Optical Color Separation	Prism system	
6	ND Filter	OFF, 1/4, 1/16, 1/64	
7	Minimum Shooting Distance	Approx 3 ft (approx 1 m)	
8	Gain Selection	0 / +3 / +6 / +9 / +12 / +15 / +18 / +24 / +30 dB (+24 and +30 dB are to be allocated only for USER SW)	
9	Color Temperature	ATW, ATW LOCK, preset 3200K, preset 5600K, preset VAR, Ach, Bch	
10	Digital Zoom	2x / 5x / 10x (to be allocated on USER button, switching by pushing the button)	

SI No	Description	Details	Compliance: Yes/No
11	Minimum Luminance	04 lx (when F16, +30dB of gain, and 1/30 sec of shutter speed)	
12	File Format	AVCHD: MPEG-4 AVC / H264 DV: AVI Type2	
13	Recording Media	AVCHD: SD memory card: 512MB, 1GB, 2GB (FAT12, FAT16) SDHC memory card: 4GB, 6GB, 8GB, 12GB, 16GB, 32GB (FAT32) SDXC memory card: 48GB, 64GB, up to 2TB (exFAT) *PH/HA mode requires Class4 or faster Card / VFR recording requires Class6 or faster DV: SD memory card: 512MB, 1GB, 2GB (FAT12, FAT16) SDHC memory card: 4GB, 8GB, 16GB, 32GB (FAT32) SDXC memory card: 8GB, 64GB, up to 2TB (exFAT) *DV recording requires Class6 or faster	
14	Recording Video Format	50 Hz mode: PH mode: 1080/50i, 1080/25p (over 50i), 720/50p and 720/25p (over 50p) HA, HE mode: 1080/50i only PM mode: 720/50p 5994 Hz mode: PH mode: 1080/5994i, 1080/2997p (over 5994i), 1080/2398p, 720/5994p, 720/2997p (over 5994p), and 720/2398p HA, HE mode: 1080/5994i only PM mode: 720/5994p The AG-AC160A features 1080/60p and 1080/50p HD recording formats in new PS mode at max of 28Mbps	
15	Transmission Rates	AVCHD: PH mode: approx 21 Mbps (VBR, max 24 Mbps)	

SI No	Description	Details	Compliance: Yes/No
		PM mode: approx 8 Mbps (VBR) HA mode: approx 17 Mbps (VBR) HE mode: approx 6 Mbps (VBR)	
16	Interval Recording	AVCHD: OFF / 1 sec / 10 sec / 30 sec / 1min / 2 min *Recording mode needs to be set in "PH 1080/25p" or "1080/2398p" Maximum continuous recording duration is 168 hours (7 days)	
17	Frame Rate	AVCHD: 50 Hz mode: 1080/25p: 2 (0 dB gain fixed, manual focus) / 6 / 9 / 12 / 15 / 18 / 20 / 21 / 22 / 23 / 24 / 25 / 26 / 27 / 28 / 30 / 32 / 34 / 37 / 42 / 45 / 48 / 50 fps 5994 Hz mode: 1080/2398p or 1080/2997p: 2 (0 dB gain fixed, manual focus) / 6 / 9 / 12 / 15 / 18 / 20 / 21 / 22 / 24 / 25 / 26 / 27 / 28 / 30 / 32 / 34 / 36 / 40 / 44 / 48 / 54 / 60 fps	
18	Video Out	AVCHD: SDI x1, 8Vp-p, 75 Ω, HD/SD auto-detect, but none-converting between HD/SD HDMI x1, type A (1080i / 720p) Pin jack x 1, 10Vp-p, 75 Ω, 480/60i (5994Hz) or 576/50i (50Hz) DV: SDI x1, 480/60i (5994Hz) or 576/50i (50Hz) Pin jack x1, 10Vp-p, 75 Ω, 480/60i (5994Hz) or 576/50i (50Hz) FireWire IEEE 1394 6-pin x1	
19	Audio Compression	AVCHD: PH mode: Dolby Digital/2ch, linear	

SI No	Description	Details	Compliance: Yes/No
		PCM switchable PM/HA/HE mode: Dolby Digital/2ch DV: Linear PCM (Digital 2ch)	
20	Audio Sampling Frequency	AVCHD / DV: 48 kHz	
21	Audio Quantization	AVCHD / DV: 16 bit	
22	Audio Bit Rate	AVCHD: PH mode: 384kbps PM/HA/HE mode: 256kbps	
23	Built-In Microphone	Stereo microphone	
24	Audio In	3-pin XLR x2 (Input 1, Input 2) Line / Mic switchable, high-impedance Line: 0 dBu Mic: -40 / -50 / -60 dBu (selectable in menu) Mic Power: +48V ON/OFF switchable Headphone: 35 mm stereo mini jack x1 Headroom 12dB	
25	Audio Out	Pin jack x2 (ch 1, ch 2), output: 316 mV, 600Ω SDI: 2 ch (linear PCM) HDMI: 2 ch (linear PCM) 51ch (Dolby Digital)	
26	Built-in Speaker	Round built-in speaker: 78" (2 cm) x1	
27	Remote	Camera remote: 25 mm super mini jack x1 for ZOOM and recording START/STOP 35 mm mini jack x1 for FOCUS and IRIS controls INDEX remote: 25 mm super mini jack x1	

A4. Specifications for 42" LED TV:

Sl. No	Descriptions	Compliance Yes/No
1	42 inch display with floor stand /Slanting stand for dais with The following accessories: 15meter HDMI& C-Video cable Should have the following inputs (S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output Should come with remote control	

A5 Specifications Internet Connectivity:

Sl. No	Descriptions	Compliance Yes/No
1	Wireless connectivity with minimum of 1 Mbps speed From a reputed service provider with good coverage at polling station	

A6 Declaration:

I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender or such other period prescribed by ELCOT from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

The EMD amount shall not bear any interest and shall be liable to be forfeited to ELCOT should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by ELCOT and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Appendix – 8 Form for the Delivery of Equipments

Date of Submission: dd/mm/yyyy

Vendor Name :

Vendor Address :

Tender No :

Sample Submitted on :

Tender Product SI.No :

Sl. No	Item No in the Tender	Item Description	Make	Model	Sl. No of the Item

VENDOR

Certifying Agency

Bidding Company Name

Name & Designation of the
Person receiving the Sample

Signature of the Representative
Name :
Designation:
Contact No :

Signature
Name :
Designation :
Contact No :

Appendix – 9 List of Infrastructure requirements to be provided by the bidder

During Polling:

A) At Polling station:

Sl.No	Description	Qty
1	Laptop as per the specs with camera	1 No
2	Internet connectivity with 1 mbps speed	1 No
3	Manpower	1 No

B) At RO office:

Sl.No	Description	Qty
1	LED TV 42 “	1 No
2	Laptop as per the specs	1 No
3	Internet connectivity with 1 mbps speed	1 No
4	Manpower	1 No

C) At DEO's office:

Sl.No	Description	Qty
1	LED TV 42 “	2 Nos
2	Laptop as per the specs	1 No
3	Internet connectivity with 1 mbps speed	1 No
4	Manpower	1 No

D) At CEO's Office

Sl.No	Description	Qty
1	LED TV 42 “	6 Nos
2	Laptop as per the specs	1 No
3	Internet connectivity with 1 mbps speed	1 No
4	Manpower	2 Nos

During Counting:

E) At Counting Centre:

Sl.No	Description	Qty
1	IP HD camera	16 nos
2	Laptop as per the specs with camera	1 No

3	Manpower	1 No
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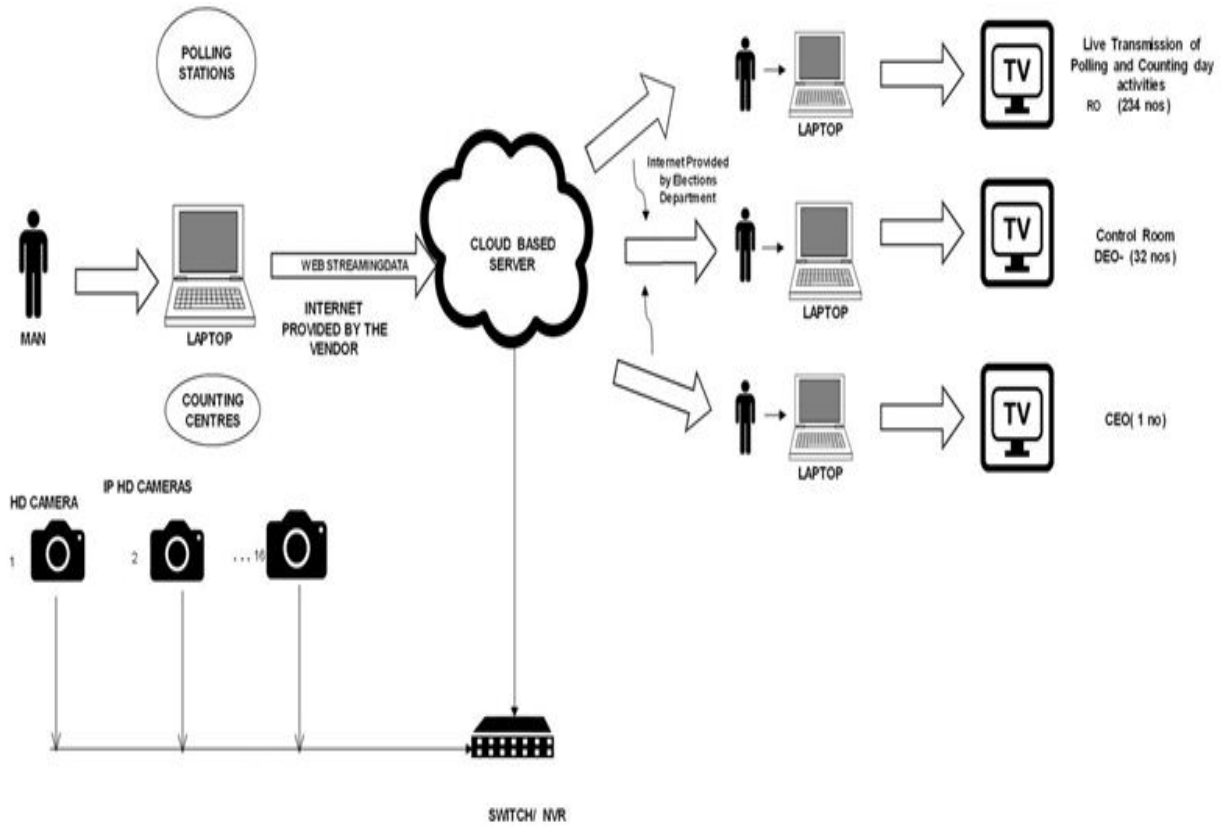
F) At DEO's Office:

Sl.No	Description	Qty
1	LED TV 42"	1 No
2	Laptop as per the specs with camera	1 No
3	Manpower	1 No

G) At CEO's Office:

Sl.No	Description	Qty
1	LED TV 42"	6 Nos
2	Laptop as per the specs with camera	1 No
3	Manpower	2 Nos

Appendix – 10 Block diagram on the network arrangement to web stream the data on the polling/counting day events



Appendix – 11 Price Bid

Tender Ref no. : ELCOT/Networks/OT/32891/Elections/2016

**Tender for Web Streaming of Videos for General Elections to Tamilnadu
Legislative Assembly,2016**

Sl.no.	Item Description	Unit Rate (Rs.) (A)	Quantity (B)	Value (C) C=A*B	Tax (%) (D)	Total Taxes (Rs.) (E) E= C*D/100	Total (F)=C+E
1	Live Streaming and Recording of the Polling at Polling Stations						
2	Supply of 42" LED TV at RO's office during polling						
3	Supply of 42" LED TV with manpower at DEO's office during polling						
4	Supply of 42" LED TV and manpower at CEO's office during polling						
5.	Live Streaming and Recording of the Counting Process – HD						
6	Supply of 42" LED TV at DEO's office with manpower during counting						
7	Supply of 42" LED TV at CEO's office with manpower during counting						
	Grand Total (G)						

- The Quantity to be used during the Polling and Counting days are mentioned in the Scope of work in Chapter No. 8.
- This is an approximate number. The payment would be made as per the exact number of polling stations covered under web streaming.

Note:

- 1) The Grand total amount (G) will be evaluated to arrive at the Lowest Price (L1 Price)
- 2) The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
- 3) Bidders should quote for all the items in the Package.