

	Public (Elections) Department
	<p>e-Tender for Live Webcasting on the day of Polling and Recording on the day of Counting for the General Elections to Lok Sabha, 2024.</p> <p style="text-align: center;">Tender Document Tender Ref No.1/2024.</p>
	O/o Chief Electoral Officer
	Public (Elections II) Department
	1 st Floor, Main Building, Secretariat,
	Chennai-600009
	Phone: +91-44-25665327
	Email: sec2.pelecd@tn.gov.in
	Website: https://elections.tn.gov.in https://tntenders.gov.in

Important 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://cms.tn.gov.in/sites/default/files/acts/TNTIT act Rules Amended upto 120523.pdf](http://cms.tn.gov.in/sites/default/files/acts/TNTIT_act_Rules_Amended_upto_120523.pdf)) as amended from time to time and G.O.Ms.No.343, Finance (Salaries) Department, dated 18.09.2020.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000, the Act and Rules shall prevail.

Acronyms used in the Document

BG	Bank Guarantee
CEO	Chief Electoral Officer
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 Station
RO	Returning Officer
SD	Security Deposit
SPOC	Single Point of Contact
GST	Goods and Services Tax
TDS	Tax Deduction at Source

TABLE OF CONTENTS

Sl.No.	Description	Pages
	Part - I Tender Details	
1.	Notice Inviting Bids	5-7
2.	Tender Schedule	8-9
3.	Instructions to Bidders on Procedure for Submission of online bids	10-19
4.	Eligibility Criteria	20-24
5.	Scope of work	25-49
6.	Selection process and Instruction on Bid preparation	50-54
7.	General Terms and Conditions	55-65
8.	Release of Payment	66-67
9.	Financial Bid (BoQ)	69-69
11.	Annexure-I - Checklist for Technical Proposal	70-71
12.	Annexure-II Form of Contract	72-79
13.	Annexure-III Format of Bank Guarantee	80-83
14.	Annexure-IV Non-disclosure Agreement	84-88
15.	Annexure-V ECI's instructions on Multiple Civil (Non-force) Measures to keep watch on various stages of elections	89-102

Section - I

Part I (Invitation to Bid)

**Chief Electoral Officer, Public (Elections) Department, Govt. of
Tamil Nadu, Fort St. George, Secretariat, Chennai-600009.**

NIB (Notice Inviting Bids)

NIB No: 1/2024

Date: 05.01.2024

Two-envelopes unconditional online Bids are invited on e-Procurement website/portal on behalf of the Chief Electoral Officer, Tamil Nadu, for selecting the vendors for the utility of live Live Webcasting on the day of Polling and Recording on the day of Counting for the General Elections to Lok Sabha, 2024 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 45,000 polling stations approximately and also local viewing through the wired connectivity in counting centres 39 (tentative) in the Districts, covering 234 Assembly Constituencies, in which 3G/4G and 5G connectivity is feasible as per the survey done by either BSNL /Airtel / Vodafone/Jio or any other reliable Service Provider for the ensuing General Elections to Lok Sabha 2024 as directed by the Election Commission of India. The actual number of Polling Stations in which the Webcasting to be taken up will be arrived based on the feasibility of 3G/4G/5G connectivity available in the Polling Stations. Tenders are invited for the items as listed below up to 3:00 PM of 05.01.2024.

Name of Article	Specifications	Quantity	Validity Period of Bid	Place of Delivery
Live	As mentioned in	As per the	180	Office of

Webcasting on the day of Polling and Recording on the day of Counting for the General Elections to Lok Sabha, 2024 as per the Election Commission of India (ECI) guidelines.	the bid/ ECI guidelines/Government Letters.	requirement s of the AROs/ROs/ DEOs/CEO.	Days	the AROs/ ROs/ DEOs/ CEO of the State.
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1. Price and/or purchase preference as per Instructions to Bidders shall be admissible in the evaluation and award of Contract.
2. The bid is for a Rate Contract for short-listing of suppliers for the above mentioned items.
3. The Bidders may enclose the specifications, catalogue, and other product characteristics offered. They shall also include details on their backup services offered, warranties, etc.
4. The complete Bidding Document, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website <https://tntenders.gov.in> and <https://elections.tn.gov.in>.
5. Bids, electronically signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <https://tntenders.gov.in> by following the electronic Bid submission procedure as specified on the portal.

6. No bidder can submit their bids after 3:00 P.M. on 02.02.2024, since the portal will not allow for submission of bids.
7. Bids have been invited electronically, the procedure for submission of Bids, including payment of Bidding Document, user charges/ processing fee etc. shall be as provided on the State e-Procurement Portal <https://tntenders.gov.in>.
8. The bids will be opened on 02.02.2024 at 3:30 PM through online to ascertain Number of bids received.
9. The Procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
10. The Bidders shall have to submit/upload a valid 'GST' registration and 'GST' return of last year and the 'PAN' issued by the Income Tax Department.
11. The bidders are requested to fill all the columns of the BoQ without fail; otherwise the bid will be summarily rejected.
12. To participate in the online bidding process, bidders must procure a Digital Signature Certificate (Class-III) as per Information Technology Act-2000 to digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Additional Chief Electoral Officer &
Additional Secretary to Government,
Public (Elections) Department,
Secretariat, Chennai - 9.

2. TENDER SCHEDULE

1)	Tender Notice Number	Tender Ref. No.1/2024, Dated. 05.01.2024
2)	Tender inviting Authority, Designation and Address	The Additional Chief Electoral Officer and Additional Secretary to Government, Public (Elections) Department, Secretariat, Chennai - 9. Contact Number: 044-2567 4019 e-mail: sec2.pelecd@tn.gov.in Websites: https://tntenders.gov.in & https://elections.tn.gov.in
3)	Name of the work	e-Tender for Webcasting on the poll day and Recording on the day of counting for the General Elections to Lok Sabha, 2024
4)	Tender documents available place	Tender documents can be downloaded free of cost from https://tntenders.gov.in and https://.elections.tn.gov.in
5)	Earnest Money Deposit (EMD)	Rs.30,00,000/- (Rupees Thirty Lakh only) should be paid only online module through https://tntenders.gov.in .
6)	Last date for submission of pre-Bid queries	Up to 05:00 p.m. on 22.01.2024. Queries to be raised in the website

		https://tntenders.gov.in . The replies to the queries will be uploaded by 05:00 p.m. on 24.01.2024 in the website https://tntenders.gov.in .
7)	Tender submission	Up to 3.00 PM on 02.02.2024 through https://tntenders.gov.in .
8)	Date of Opening of Technical Bids (To ascertain the number of bids received).	Up to 3:30 PM on 02.02.2024.
9)	Tender Accepting Authority	The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department, Secretariat, Fort St. George, Chennai-600 009, Tamil Nadu. Contact Number: 044-2567 0390 e-mail : sec2.pelecd@tn.gov.in Websites: https://tntenders.gov.in & https://elections.tn.gov.in

Additional Chief Electoral Officer &
Additional Secretary to Government,
Public (Elections) Department,
Secretariat, Chennai - 9.

3. Instructions to Bidders on Procedure for Submission of online Bids on Tamil Nadu Tenders Portal (<https://tntenders.gov.in>)

<p>1. Procedure for Submission of online Bids on TN Tenders Portal</p>	<p>(a) The bidders are required to submit soft copies of their bids electronically on the https://tntenders.gov.in, using valid Digital Signature Certificate (Class-III). The instructions given below are meant to assist the bidders in registering on the https://tntenders.gov.in, preparing their bids in accordance with the requirements and submitting their bids online on the https://tntenders.gov.in</p>
	<p>(b) More information useful for submitting online bids on the e-Procurement Portal may be obtained at https://tntenders.gov.in</p>
	<p>1. Registration</p> <p>i) Bidders are required to enroll on the e-Procurement module of the https://tntenders.gov.in by clicking on the link “Online bidder Enrollment” which is free of charge.</p> <p>ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the</p>

	<p>https://tntenders.gov.in.</p> <p>iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by Controller of Certifying Authorities.</p> <p>v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.</p> <p>vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken</p>
	<p style="text-align: center;">2. Searching for tender document</p>
	<p>i. There are various search options built in the https://tntenders.gov.in Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the https://tntenders.gov.in Portal.</p>

	<p>ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder.</p> <p>iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (https://tntenders.gov.in)</p>
<p>2. General</p>	<p>i) All the provisions listed out in the Request for Proposal (RFP) issued by the O/o the CEO shall be binding upon the participating bidders of this RFP.</p> <p>ii) O/o the CEO will select a single supplier in accordance with the method of selection as mentioned in RFP.</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work, the date and time and address for submission of the bid have been given in Tender Schedule.</p> <p>iv) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
<p>2.1 Maximum Bids submitted</p>	<p>A Bidder shall upload one Financial Bid (BOQ) only.</p>

2.2 Bid Validity	Indicates the period for which the Bidder's Bid must remain valid after the submission date.
2.3 Consortium	No consortium is allowed. Bids received from Consortiums will be rejected. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party
3. Clarification and Amendment of RFP Document	<p>i) Bidders may request a clarification in the RFP document up to the number of days indicated in 'Tender Schedule', before the bid submission date. Any request for clarification must be sent through https://tntenders.gov.in</p> <p>ii) At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means.</p> <p>iii) The addendum/corrigendum issued shall be binding on all Bidders.</p>
4. Preparation of Financial bid	<p>i. The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.</p> <p>ii. The Financial Bid shall be prepared using the attached Standard Form as in BOQ (MS Excel format). It shall include all costs associated with</p>

	<p>the Service/ Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected.</p> <p>iii. The Financial Proposal/ Commercial bid format is also provided as BOQ_XXXX.xls along with this tender document at https://tntenders.gov.in Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the financial bid. <i>Bidder shall not modify downloaded price bid template in any manner.</i> In case if the same is found to be modified in any manner, bid will be rejected and EMD would be forfeited.</p> <p>iv. In case of discrepancy between the BOQ and RFP, BOQ will prevail.</p>
<p>5. Taxes</p>	<p>i. All rates quoted must be FOR (Freight on Road) destination (as mentioned in the bid) and should include all incidental charges, taxes & duties excluding GST which should be shown separately and would be paid as per the prevailing rates.</p> <p>ii. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places (for example: Rs.00.00)</p> <p>iii. The Service Provider shall be</p>

	<p>entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser excluding GST which would be payable extra as per the prevailing rates.</p> <p>iv. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction there from, as the case may be, in accordance with General Conditions of Contract (GCC) hereof.</p>
<p>6. Earnest Money Deposit (EMD)</p>	<p>i. Earnest money deposit of Rs.30.00 lakh shall be paid only online module through the https://tntenders.gov.in.</p> <p>The bids not accompanied with online Earnest Money Deposit will be rejected as 'Non-responsive tender.</p>
<p>6.1 Forfeiture of EMD</p>	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <p>i. If the Bidder withdraws his bid</p>

	<p>during the validity period or any extension agreed by the Bidder thereof.</p> <p>ii. If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>iii. If the Bidder tries to influence the evaluation process.</p> <p>iv. If the Bidder/s selected as 'Suppliers' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>
<p>7. Tender Fees</p>	<p>The tender documents can be downloaded from the websites https://tntenders.gov.in and https://elections.tn.gov.in at free of cost.</p>
<p>8. Submission, Receipt and Opening of Bids</p>	<p>i) An authorized representative of the Bidders shall digitally sign the documents of the original Financial Bid before uploading on https://tntenders.gov.in website.</p> <p>ii) For checklist of documents required for bid submission please refer Annexure I.</p> <p>iii) Bids shall be submitted online only at https://tntenders.gov.in not later</p>

	<p>than the date and time indicated in the Tender Schedule or any extension to this date by the purchaser any bid received by the Purchaser after the deadline for submission shall not be considered.</p>
<p>9. Right to Accept/ Reject the Bid</p>	<p>The Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without there by incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision. The purchaser reserves the right to reject incomplete or incorrect bids.</p>
<p>10. Opening of Financial Bids</p>	<p>i) The date & time will be informed later to the technically qualified bidders.</p> <p>ii) The Purchaser reserves the right to correct any computational errors.</p>
<p>11. Disqualification</p>	<p>Purchaser (Department) has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:</p> <p>i) Submitted the application after the response deadline:</p> <p>ii) Made misleading or false representations in the forms, uploading of forged documents,</p>

	<p>statements and attachments submitted as proof of the eligibility requirements;</p> <p>iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding Three years;</p> <p>iv) Submitted an application that is not accompanied by required documentation non-responsive;</p> <p>v) Failed to provide clarifications related thereto, when sought;</p> <p>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p>
<p>12. Award of Contract</p>	<p>i) The Purchaser shall issue work order to the selected Bidder. The Bidder will sign the contract within 7 days of notification of Award of contract.</p> <p>ii) In exceptional cases O/o the CEO may grant extension if the delay is due to reason not in control of the Service Provider.</p> <p>iii) The successful bidder have to supply the required materials and manpower as requested by the AROs/ROs/DEOs/CEO depending</p>

	upon the requirements.
13. Termination of Contract	Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.
14. Dispute Resolution during the Tender process	<p>i. Settlement of Disputes/ Dispute Resolution Mechanism: If any dispute arises during the tender process related to RFP and other bid documents with regard to the interpretation, meaning and breach of the terms of the RFP, the matter shall be referred to "The O/o the CEO" & whose decision shall be final and abided by all stakeholders.</p> <p>ii. Legal Proceedings: All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Chennai only.</p>

4. Eligibility Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should enclose documentary proof for fulfilling the Eligibility in the Technical Bid.

Sl. No.	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/ICT enabled services/ Telecommunication business /Video Recording Services/Internet Service Provider for 5 Years as on 31/12/2023.</p>	<p>a) Copy of the Certificate of incorporation should be submitted.</p> <p>b) Copy of the work order dated on or before 01.01.2018 obtained from the customer or agreement signed dated on or before 01.01.2018 with the customer for any IT Services should be submitted.</p>
2.	<p><u>In case of Consortium of Bidders:</u></p> <p>a) Consortium of Bidders is allowed with maximum of three partners.</p> <p>b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered</p>	<p>a) All the Consortium partners individually should submit the Certificate of Incorporation.</p> <p>b) A Consortium Agreement shall be entered among the partners and the language</p>

	<p>Company in India and existing for the past 5 years as on 31/12/2023.</p> <p>c) No partner of a Consortium should Bid individually or be a partner of another Consortium.</p>	<p>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>Bidder or all the bidders together in the case of the consortium should have an average annual turnover of Rs.50 Crores and above, in the last three audited financial years (2020-21, 2021-22 & 2022-23). Out of which the prime bidder should have an average annual turnover of Rs.30 Crores or more for the last three year (2020-21, 2021-22 & 2022-23)</p>	<p>a) Copies of the Audited balance sheet for the last 3 financial years should be submitted.</p> <p>b) Bidder and all consortium partner shall obtain Certificate from the Chartered Accountant should be enclosed with positive net worth in the last two financial years of 2020-21, 2021-22 & 2022-23.</p>

4.	<p>Bidder or the Consortium Partners, should have executed live web streaming (IP based HD web cameras based audio & video from multiple locations) in not less than 15,000 locations in India on behalf of Election Commission of India or any Government Departments/ PSUs and Government Agencies during the Last 3 Years out of which the prime bidder should have executed minimum 10,000 locations in a single Order for any State as per ECI guidelines in the last 3 Years anywhere in India.</p>	<p>Copy of the work order having 15000 Locations or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.</p> <p>Prime bidder should submit satisfaction Completion certification for 10,000 location or more in a single order.</p>
5.	<p>The bidder or the consortium partner should have executed minimum three similar projects for election live web streaming surveillance in the last Three years for any State</p>	<p>Copy of relevant work orders and completion certificate to be submitted by obtaining it from the concerned Chief Electoral Officer of the States in India.</p>

	as per ECI guidelines anywhere in India.	
6.	The Bidder/ any of the Bidders in the case of consortium, should have valid Certificate of ISO 27001:2011 or higher/ISO 9001:2008 or higher/both in his name	Valid copy of Certificate with respect to ISO 27001:2011 or higher/ ISO 9001:2008 or higher/both, should be enclosed.
7.	The Prime Bidder should have registered office in Tamil Nadu. If in case, Bidder is not having an office in Tamil Nadu, a necessary undertaking to open the office in Tamil Nadu within 15 days of signing the agreement should be submitted.	Relevant documents should be submitted
8.	The Prime Bidder or the Consortium Partners should not have been black-listed by any Government / Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if	Self-Declaration Certificate should be submitted

	the black-listing was subsequently withdrawn)	
9.	The Bidder/Consortium partners should demonstrate from 3 remote sample polling booths at 3 districts as assigned by Election department and show the Web Streaming videos.	Demo should be arranged any time after submission of the bid as per instruction given from the CEO office to the eligible bidders qualifying above all points and complied with the scope of work and technical specifications.
10	The bidder should have filed Income Tax returns appropriately.	Copy of the IT Returns for the last three financial years (2020-21, 2021-22 &2022-23).
11	The Bidder should have valid GST registration.	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST Annual Return Form (Form-9) for the two financial years. (2020-21& 2021-22) and also submit GSTR- 3b for the last 6 months (from June, 2023 to November 2023).

5. Scope of Work

The Successful bidder has to undertake the Live Webcasting (both audio & video) of polling day events and recordings of the counting day events through wired connection for local viewing during the General Elections to Lok Sabha, 2024 with the installation of the necessary suitable, proven web based Webcasting software along with the supply of other related items as per the detailed Scope of Work given below:-

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment of a MeITy empanelled tier 3 Data centre.
2. The Live streaming demo for 3 remote polling stations at 3 different districts assign by Election department shall be demonstrated from proprietary & secured Video Management Software that should own by prime bidder or any one of consortium member
3. Supply and installation internet connectivity with redundancy for use in the identified polling stations on the polling day along with one manpower per polling station, to operate them to web stream the live data.
4. Supply and installation of LED TV as per the specifications for use in the office of the Returning Officer (RO) 1 each, on the polling day to operate them to view the live streaming.
5. Supply and installation of LED TVs as per the specifications for use in the office of the District Election Officers (DEO) (as many as 38 TVs) on the polling day along with one manpower per DEO, to operate them to view the live streaming.
6. Supply and installation of 13 Nos. of LED TVs as per the specifications for use in the office of the Chief Election Officer (CEO) at State Head Quarters, on the polling day along with manpower, to operate them to view the live streaming.
7. Supply and installation of IP based HD cameras along with one manpower per counting centre, for use in the counting centres, on

counting day, to recording the counting day events through wired connection for local viewing in each counting centre.

8. Supply and installation of LED TV at each counting centre as per the specifications along with one manpower
9. The Video Streaming solution should be able to display multiple streams happening at the same time, in the Polling stations, on all the TV (s) for viewing in the Office of the CEO, DEOs & ROs and ECI.
10. Training manual and training schedules at each DEO office for the officials on the operation of the Webcasting software.
11. Establishment of the centralized Help desk in CEO's office with minimum of 13 seaters to manage and fix the complaints/issues coming up on the Polling Day.
12. No additional payment will be made to the successful bidder in case of any changes have to be made in the scope of work due to the instructions of the ECI from time to time, in this regard.

Technical Specifications

Task 1: Hosting of the web based streaming software:

The bidder shall deploy suitably secured proven web based software, that the ability to record both audio and video.

The Key features of the software shall be:

1. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
2. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
4. The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements.

5. During recording the assembly constituency (AC No.) and polling station no.(PS No.) should be visible clearly in camera view.
6. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the Nodal Officer.
8. The recording should not require any specialized software for viewing 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 Firefox and Apple Safari.
9. The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is a person provided by the bidder, who will use and operate the recording system and online application at the polling station).
10. The software shall provide video streaming URL with password protection to view district wise, PC wise, Assembly Constituency wise and polling station wise videos which are streamed from the polling stations. 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 without the approval of CEO.
11. The software shall include options for
 - a. Connectivity status of all the cameras from the polling station whether the stream in online/offline.
 - b. Option for auto rotation of videos within assembly constituency/district/state/level based on the type of user connected and options selected.
 - c. Option for on-demand view of the polling station/counting centre wise video.

- d. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
12. The software provided by the bidder 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.
13. 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.
14. The necessary load testing should also be carried out so that Webcasting event meets the demand and goes through smoothly with good performance.
15. 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.
16. 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.
17. The Video Streaming solution should be able to display multiple streams happening at the same time on each of the TV. 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.
18. The software shall list all polling stations/counting centres with their respective webcast/recording after collecting and updating the details and the application software design from the nodal officer.

19. The data should in no point be hosted outside India and bidder will not access the data unless authorized by the CEO/DEO.
20. 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 backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
21. 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 3G/4G/5G, broadband, WiMax, DSPT etc., based on local availability.
22. After completion of poll proceedings, the technical manpower appointed by the Vendor has to remove the SD card and copy all the data in folder naming of District, Assembly, Polling station wise. All the data made available within 7days to the Client in a Hard disk for later retrieval and usage as necessary. As per the ECI directions the DEOs are directed to
23. 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 Webcasting data.
24. The client shall also ensure the safety of the equipment such as internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.
25. The bidder shall also provide 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. This software should be vetted from CEO a week before deployment.

The bidder shall provide access to dashboard view for all locations, i.e. DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

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

1. A pre-determined list of polling stations from where live Webcasting will happen shall be shared with the bidder.
2. Number of Locations for Video & Audio Recording: (45,000 polling stations approximately).
3. The bidder has to supply and install the IP based web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.
4. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920x1080.
5. The bidder has to provide the suitable internet connectivity with redundancy on all locations of installation of cameras for the services rendered by the bidder.
6. The bidder has to post one person at each identified polling station, with proper training on the usage of the Webcasting software, using the camera and the internet connectivity on the day of polling and also during trial runs.

7. The bidder is required to have at least two dry/trial runs for polling and one dry run for counting process, to satisfy the Client that their systems are in good working condition at least two days before the poll and the counting day.
8. In case of Re-poll ordered at a booth under live web streaming, the Webcasting of that re-poll shall continue to be the responsibility of the bidder. This will not entail additional financial commitment.
9. 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 by providing 42" LED TV.
10. The bidder shall ensure that the live feeds are transmitted in a secure 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.
11. 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.
12. 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.
13. After the event is over on polling day, the supplied cameras/ LED TVs and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
14. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet/network bandwidth with redundancy to accommodate the multiple video streaming.
15. The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer/ Polling Officers), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.

16. 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.
17. Help desk regulation and regarding escalation matrix to be provided by the vendor and the client.
18. The bidder shall provide the sufficient internet bandwidth with redundancy for the live streaming of the poll day event.
19. 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.
20. Number of Days required for recording at each location: 1 day [References to Day means 24 hours or part thereof.]
21. The Vendor should arrange 10% additional equipments to be replaced if any equipment goes down.

Task 3. Recording through wired connection for local viewing of the Counting Process

1. The bidder has to supply and install the IP based HD web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 2 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.
2. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920x1080.
3. A pre-determined list of locations where Counting Process will happen shall be shared with the bidder.

4. All the items for Task 1 are required to be adhered to as applicable. Some Important Details for the consideration includes:
5. Number of Locations for Video & Audio Recording: 39 Nos (approximately).
6. The bidder shall supply 3744 Nos of IP based HD cameras as per the specifications given in (enter Appendix No) at each counting centre location as per the breakups:
 - a. Near the counting board : 1 No
 - b. Near the RO : 1No
 - c. Tables 1 to (n) : (write numbers)
Nos
7. 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.
8. Description and make / model of these cameras should be provided in the proposal.
9. Number of Days required for recording at each location:1
10. The bidder shall provide the sufficient internet bandwidth with redundancy to the high end cameras for Webcasting of the counting day event.

(As per the instructions issued in the ECI letter
No.464/INST/2019/EPS, dated. 05.04.2019)

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

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.
2. Centralized Help Desk in the office of Chief Electoral Officer with 13 Manpower under the Control of the Nodal Officer.
3. Team with 1 manpower in the Control Room minimum, shall be located in (location) and shall assist all other locations to fix the issues that are coming up relating to this assignment. (1 manpower for DEO/RO)

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. The personnel shall be required to operate around day of polling and counting from each of the Centre posted, in each of the Legislative Assembly Constituency.
10. 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.
11. Training of these personnel and the tasks shall include: Training the manpower in downloading the Webcasting 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.

12. Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
13. Any other tasks found necessary for the successful live streaming of the videos.
14. 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

1. 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:
 - a. For operating the Webcasting Software/Cameras etc.
 - b. For Post event operation of the Video Surveillance footage.
2. The Training Material should be in the following formats:
 - a. Documentation: Text based training material in the form of documents showing pictures/images and text of How-To, Help Guides, etc.
 - b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
3. 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.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment. weekly Progress Reports consisting of

- a. All works performed by the bidder.
 - b. The Time Sheets/Attendance duly countersigned by the Nodal Officer.
2. All Other Reports as required for the successful execution of this assignment.
3. Development and Maintenance of an MIS for all reporting purpose
4. Final Report within 2 weeks of closure of all activities stipulated in the contract.
5. The reports may be submitted in hardcopy and in soft copy (through e-Mail/MIS/Hard Disks/Shared Folder over Internet) to the officers concerned.(The Formats will be shared separately)
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, on the day itself (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.
7. The vendor should arrange man power with vehicles for troubleshooting at their own cost, not depending the Zonal party vehicles.

Placement of Cameras in the Polling Station

The ECI has issued the following instructions cited above regarding multiple measures to be taken to keep a watch on polling process at polling stations to ensure free and fair elections.

1. During webcasting in polling stations, it should be ensured that the camera is placed at sufficient height, say, 7-8 ft. above the ground.
2. The camera should be placed on a stable & sturdy platform or on a wall mounted stand and kept in fixed position.
3. The position of the camera should be such that a broad view of the following aspects of elections (poll) proceeding are clearly captured and transmitted:

- i. Process of identification of voter by Polling Officer;
 - ii. Application of indelible ink on the finger of voter;
 - iii. Initialisation of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
4. Voter's visit to Voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit so that voter's secrecy is preserved under all conditions.
5. Presence of Polling Agents to the possible extent.
6. At the time of closing of poll, distribution of slips/tokens to the voters in queue.
7. Sealing of EVM (BU/CU), VVPAT if used and giving copies of form 17-C to polling agents.
8. The web-camera / laptop should be set up at the polling station on the P- 3 day and a dry run of the webcasting should be done under the supervision of Returning Officer (RO) the name and number of Polling Stations along with date of Poll should be pasted at such a place so that the camera view will always display throughout. The Booth Level Officer and the Sector Officer concerned should give polling station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified above and are functioning properly. On the basis of above certificates, the District Election Officer shall furnish a consolidated report to the Chief Electoral Officer for onward submission to the Commission.
9. The RO shall prepare signage of size "30 inch by 18 inch" with colour scheme of block letters on fluorescent yellow background, having the following text - "YOU ARE UNDER WEB-CAMERA/CCTV SURVEILLANCE". These signages shall be displayed prominently at multiple locations, inside and outside the polling booth.
10. Further, it must be ensured that in the frame work used for webcasting, advertisement of any kind is not displayed.

(As per the instructions issued in the ECI letter No.464/INST/2016-EPS, dated. 30.04.2016)

Supply, Installation and Commissioning

1. Delivery: The ordered items shall be delivered, installed and commissioned within one week from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Client.
2. The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.
3. After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format (Enter format).
4. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.
5. In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.
6. If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours' time in advance.
7. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Client.
8. The Successful Bidder shall be liable and /or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.

9. The server should be hosted in minimum Tier 3 Data center empanelled by Meity, GoI.

10. The Successful bidder has to conduct the training to the polling station/counting station personnel as shown below:

Sl.No.	Milestone	Approval	By Date
1	First level Training	By CEO	Two weeks before the day of Polling
2	Second level Training	By CEO	Two weeks before the day of Polling
3	Third level Training	By CEO	One week before the day of Polling

11. The Successful bidder has to complete the Poll day events as per the schedule shown below:

Sl.No.	Milestone	Approval	By Date
1	Polling Station Manpower List	By CEO	Two weeks before the Polling day
2	Polling station Inspection	By CEO	Five days before the Polling day
3	Installation of Cameras	By CEO	Three days before the Polling day
4	First Trial Run	By CEO	Two days before the Polling day
5.	Second Trial Run	By CEO	One day before the Polling day

12. The Successful bidder has to complete the Counting day events as per the schedule shown below:

Sl.No.	Milestone	Approval	By Date
1	Counting Center Manpower List	By CEO	Two weeks before the Counting day
2	Counting center and Counting Hall Inspection	By CEO	Five days before the Counting day

3	CCTV Installation in Counting Hall	By CEO	Three days before the Counting day
4	First Trial Run	By CEO	Two days before the Counting day
5.	Second Trial Run	By CEO	One day before the Counting day

5.2. Instructions issued by the ECI vide their letter No.464/INST/2022/EPS, Dated:19.06.2023

Webcasting:

Meaning of webcasting-

(a) Webcasting simply means live streaming of video on the Internet. Any video camera including a webcam capable of being connected to the Internet can be used for webcasting. Webcasting in polling stations will be restricted for monitoring by the election machinery, to prevent vitiation of the poll process, at Polling Station

(b) In the context of poll day webcasting, it is preferable that cameras of appropriate specification/technology are installed at identified Polling Stations, in such a manner to record general proceedings and not to violate secrecy of vote. Such live stream data of webcasting on poll day events shall only be displayed at Control Rooms of Chief Electoral Officer, District Election Officer and Returning Officer and nowhere else. The Commission shall also be provided with the link to view live streaming on need based.

(c) Webcasting arrangement shall have enough analytical and alert capabilities to provide run time and end of the day analysis on functional/non-functional cameras and alerts on critical system

events.

(d) Such live streaming, as described above, shall be recorded in the Control Rooms of the District Election Officers and nowhere else. District Election Officer shall be custodian of the entire video data and shall be responsible for its safe keep.

(e) This civil measure is primarily to provide immediate support to Polling Stations, by monitoring, in case of any events that could jeopardize the integrity of the voting process.

(f) Webcasting shall cover poll process inside the Polling Station and voter's queue and peripheral areas of the Polling Station.

Identification of locations for webcasting:

Arrangements for webcasting shall be done in all critical Polling Stations and all Polling Stations in vulnerable areas or at least in 50% of total polling stations including auxiliary polling stations, whichever is higher. Therefore, necessary arrangement of webcasting in Polling Stations shall be made, to provide immediate support, for ensuring free and fair election and as a confidence building measure for voters.

Installation of webcasting at Polling Stations:

(a) A temporary landline or mobile broadband connection or any other means of connectivity should be provided in all identified Polling Stations where webcasting is proposed.

(b) Cameras of appropriate specification/technology should then be provided at Polling Stations.

(c) Provision for sufficient number of 3 pin sockets in Polling Station for powering such cameras.

(d) It is preferable that a State-wide composite tender is issued by the Chief Electoral Officer, with necessary service level benchmarks, to install webcasting infrastructure and its operation. However, the Chief Electoral Officer may, on his own discretion and convenience, adopt any other method to provide webcasting infrastructure and its operation.

(e) It shall be ensured that webcasting infrastructure is ready for full testing by P-3 days at all identified locations including Control Rooms facilities. Pull rehearsal shall be ensured on P-2 and P-1 days to ensure glitch free operation on poll day.

Setting up Web-casting in Polling Station:

(a) During webcasting in polling stations, it should be ensured that camera(s) is/are placed at sufficient height (e.g.,7-8 ft) above the ground.

(b) The camera(s) should be placed on a stable and sturdy position on a wall and kept in fixed position.

(c) The camera(s) should be in such a position that a broad view of the following aspects of poll processes is clearly captured and transmitted:

- Process of identification of voter by Polling Officer; Application of indelible ink on the finger of voter;
- Initialisation of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
- Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit and VVPAT

so that secrecy of vote is preserved under all conditions.

- Presence of Polling Agents to the possible extent.

At the time of closing of poll, distribution of slips/tokens to the voters in queue.

- Sealing of EVM (BU/CU), VVPAT, their carrying cases and distribution of attested copies of Form 17C to polling agents.
- Voter's queue and peripheral area of the Polling Station.

(d) The name and number of Polling Stations along with date of poll should be pasted at such a place so that it is displayed in camera view throughout the polling day till completion and sealing.

(e) The Booth Level Officer and the Sector Officer concerned should give Polling Station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified and are functioning properly with the cameras oriented correctly. On the basis of above certificates, the District Election Officer shall furnish a consolidated report to the Chief Electoral Officer for onward submission to the Commission.

(f) The RO shall prepare signages of size 30"X18" with colour scheme of black letters on fluorescent yellow background, having the following text **"YOU ARE UNDER WEB CAMERA/CCTV SURVIELLANCE"**. These signages shall be displayed prominently at multiple locations, inside and outside the Polling Stations or any other relevant locations.

(g) It must be ensured that no advertisement is displayed during webcasting.

Recording of video in case of webcasting:

It is reiterated that, in all cases where webcasting is done, the video of the entire day's proceedings must be recorded in the Control Rooms of the District Election Officers and nowhere else. District Election Officer shall be the custodian of the records so created. The record footage of the relevant period should be made available to the Returning Officer for viewing at the time of scrutiny on the next day after the poll in case of any complaint with respect to that Polling Station.

Monitoring of webcasting:

Monitoring of webcasting shall be normally two tier, in addition to viewing by the Commission, as below:

a) State Control Room: A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through District Control Room.

b) District Control Room: A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through Returning Officer or Sector Officers or QRTS or any other mechanism.

No Webcasting of Counting Centre:

There shall be no webcasting of the process of counting of votes.

However, the sufficient numbers of CCTV cameras of appropriate resolution shall be installed in all Counting Halls. CCTV Camera for counting table earmarked for VVPAT Counting Booth (VCB) shall be installed on ceiling just above the counting table, as per instructions

contained in the latest edition of 'Manual on Electronic Voting Machine and VVPAT'. CCTV recordings of the full counting process shall be under the custody of the District Election Officer and shall be treated as records under Rule 93(1) of Conduct of Election Rules 1961.

Training of personnel deployed for videography, CCTV and webcasting:

Personnel deployed videography, CCTV and webcasting should be trained by the Returning Officer or Nodal Officer on what and how to capture during videography. It must be instructed that the purpose of the scheme is to record critical events that could vitiate the poll. They should not simply take photographs or videos or footage in a routine or random manner in order to fill up a storage device, or camera memory. A proper training for setting up CCTV/ webcasting cameras shall also be provided.

Training of all officers/ staff associated with webcasting is very important. All Presiding Officers, polling officers and Sector Officers for the Polling Stations where webcasting is planned must be familiarised in webcasting and duties associated with it. The officials at State/District Control Room shall also be trained for monitoring methods and appropriate reaction to be initiated.

Logistics for teams deployed for videography, CCTV and webcasting:

All teams so deployed for videography, CCTV and webcasting should be under the personal supervision and guidance of a Nodal Officer, appointed by the DEO/RO. Such teams will be provided suitable

transportation/vehicles, food etc. during their duty, subject to terms and conditions of the contracts, and it shall be ensured that no hospitality from any candidate or political functionaries is accepted by them.

Storage and retention of photo/webcasting/CCTV/videography data:

(a) The webcasting data and videography data/ photography *inside the Polling Stations* produced in compliance with the orders of the Commission shall form a part of the record of the concerned election under Rule 93(1) Conduct of Election Rules 1961 and stored with due precautions for its safety. The recording shall be kept in CDs or other suitable storage devices, properly sealed and indexed for easy retrieval, in the safe custody of District Election Officers, as in the case of all other election related records. The DEO will ensure that there is no leakage and data theft.

(b) Data as above shall be kept in the trunk in the Strong Room, designated for documents different from EVM/VVPAT Strong Rooms, where all the statutory documents relating to that election have been stored. CD/ storage device of video recordings shall be indexed with a uniform code number in the following standard formulation: State/ District/AC/Date of recording/location/Gist of event recorded. This data shall be retained for a period of one year and destroyed thereafter, under Rule 94(b) Conduct of Election Rules 1961.

(c) A copy of the data shall be kept in the secured custody of DEO concerned for use during scrutiny process, if required. The copy shall

bet destroyed after the completion of the scrutiny process.

(d) The locking seal of CDs shall remain intact, so that contents cannot be copied to another CD possible. Before consigning the CD for storage, it shall be covered with tape to prevent accidental erasure, editing, or manipulation. etc. Similar precaution shall be taken for other types of storage device, if used.

(e) The recordings of various stages of election process (not related to the Polling Stations) like nomination of candidates, scrutiny, withdrawal of candidature etc. by videography/CCTV shall be kept in the safe custody of the DEO till the expiry of 45 days from the date of declaration of result of the election concerned.

(f) The video recordings of election campaign activities of candidates and political parties made by the election expenditure monitoring teams, FSTs, SSTs etc., shall be kept in safe custody of DEOS till the expiry of 8 months from the declaration of the result of the election.

(g) On receipt of an application for copies of the data/ record or to inspect such data/ record, within 45 days of the declaration of the election result in case of (e) above, and within 8 months of the declaration of the election result in case of (1) above, following facilitation shall be permitted:

(i) Copies of still photo or video recording should be given on demand, free of cost to candidates and on due payment of a fee of Rs 300/- per CD/ storage device (exclusive of cost of CD/storage devices) to any other person.

(ii) Inspection may be allowed as per follows:

- The video CDs/ storage devices will be made available for inspection in the office of the District Election Officer or Chief Electoral Officer, as the case may be.
- No guarantee for authenticity and veracity of the contents of the CDs/storage devices will be undertaken under any circumstances and these will be made available on 'as is' basis.
- Effective supervision by officials shall be ensured to avoid removal of any footage or damage or mutilation of the CD/ storage device. Simultaneous inspection by a large number of persons shall not be allowed.

(h) On expiry of the prescribed period of 45 days or 8 months, as the case may be, it should be ascertained whether any election petition or any other petition/complaint etc. has been filed in respect of the election concerned or pertaining to electoral offence etc., in which video recording could be relevant. In case no Election petition or any other petition etc., is pending, the recording should be destroyed after following the usual procedure prescribed for the purpose.

(i) If there is any election petition filed in respect of the election or any other petition etc. in any competent court in respect of which the data mentioned at (e) and (f) would be relevant, then such data shall be retained in safe custody of DEO till the disposal of such matter.

Manual on Force Multipliers and Civil Measures (latest edition) may be referred for detailed instructions and clarification on all

types of civil (non- force) measures.

5.3 Instructions issued by the ECI vide their letter No.464/L&O/2023/EPS(VM), Dated:21.06.2023.

Critical events in and around the polling station shall also be videographed.

Based on the above instructions of the ECI the CEO may decide to webcast the events outside the Critical/Vulnerable Polling Stations.

5.4 Period of Contract (Tenure) - The period of rate contract will be One year from the date of signing of contract agreement with the Chief Electoral Officer.

6. SELECTION PROCESS AND INSTRUCTIONS ON BID

PREPARATION

6.1. Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule through online mode by the Tender Evaluation Committee.

6.2. Tender Validity

The offer submitted by the Bidders should be valid for a period of not less than 180 days from the date of opening of the Tender. In exceptional circumstances, O/o the CEO may solicit the Bidders to extend the validity. The Bidder should extend price validity and EMD validity.

6.3. Earnest Money Deposit (EMD)

Every bidder, participating in the procurement process will be required to furnish the EMD as specified in the Tender Schedule.

- a) Earnest money deposit of Rs.30,00,000/- (Rupees Thirty Lakh only) shall be paid only online module through <https://tntenders.gov.in>.
- b) EMD will be retained in the case of a successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- c) EMD for the unsuccessful tenderers will be refunded automatically, after uploading the Award of Contract in the <https://tntenders.gov.in>.
- d) The EMD taken from a bidder shall be forfeited in the following cases, namely: -
 1. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 2. when the bidder fails to commence the supply of the goods or

service or execute work as per supply/ work order within the time specified;

3. when the bidder does not deposit the Security Deposit within the specified period after the supply/ work order is placed; and

4. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the bidding document or as per the state rules, the CEO reserves the right to terminate the contract.

e) Notice will be given to the bidder with a reasonable time before the EMD deposit is forfeited.

6.4. Clarifications by O/o the CEO

When necessary, O/o the CEO deemed may seek bonafide clarifications on any aspect 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, O/o the CEO may or may not seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of O/O THE CEO as stated above, such Bids may at the discretion of O/o the CEO, be rejected as technically non-responsive.

If The Bidder failed to upload the documents if any with reference to Chapter 4 Eligibility Criteria such bids are liable for non-responsive.

6.5. Tender Evaluation

6.5.1. Suppression of facts and misleading information

During the Bid evaluation, suppression / uploading of bogus documents or misrepresentation if any is brought to the notice of O/O the CEO,

O/O the CEO shall have the right to reject the Bid and if after selection, O/O the CEO would terminate the contract, as the case may be. The rejection/ termination will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited. In addition to that such agencies will be blacklisted by this Department.

Bidders should note that if any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased/ tampered O/o the CEO shall have the right to seek the correct facts and figures or reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, O/O the CEO at its discretion may or may not consider such documents.

The Tender calls for full copies of documents to prove the bidder's experience and capacity to undertake the project.

6.5.3 Technical Bid Evaluation

A Tender Evaluation Committee will examine the Technical Bids against the Eligibility Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria such bids will be rejected. The tender evaluation committee will scrutinise whether all relevant paper submitted and the proposal is in order. The technically qualified Bidders alone will be considered for further evaluation (i.e.) for the financial bid opening.

6.5.4 Financial Bid Evaluation

The technically qualified Bidders only will be informed the date and time of the Financial Bid opening through their registered mobile number and the registered e-Mail ID. The Financial Bids will be opened in the presence of the technically qualified Bidders by the Tender Evaluation Committee who choose to be present at O/o. the CEO.

The Financial Bid evaluation will be conducted as per the procedure stipulated in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. All the cost in the Financial Bid will be added and evaluated.

Financial Bid of the technically qualified bidders alone will be opened and evaluated.

Partial bid is not allowed. Failure to, submit the offer or partial offer will be liable for rejection of the bid itself.

The Bidder, who will be selected after the Financial Bid evaluation will be called as Successful Bidder (L1).

The bidder shall confirm that the Financial Bid confirms to all the terms and conditions stipulated in the tender document. He shall confirm that the Financial Bid is final in all respects and contains no conditions.

6.5.5. Chief Electoral Officer reserves the right to:

- 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.
- The District Election Officer reserves the right to increase / decrease the number of Quantity depending upon the necessity arises.

- If the vendor's work capacity is below par to the level of expectancy, the CEO reserves the right to re-allot the work to any other agency on the request of the DEOs.
- The Public (Elections) Department reserves its right to withhold payment of amount for the deficiency/delay in the service based on the reports received from the DEOs concerned.

6.5.6 Negotiations

Negotiations will be conducted with L1 Bidder, item wise to ensure improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

7. General Terms and Conditions

The Terms and Conditions for selection of Agencies Live Webcasting on the day of Polling and Recording on the day of Counting for the General Elections to Lok Sabha, 2024 are as follows:-

7.1 The tender documents can be downloaded from the websites at free of cost viz., <https://tntenders.gov.in> and <https://elections.tn.gov.in>

7.2 Details to be furnished

7.2.1 All particulars must be furnished as asked for in the prescribed technical and commercial bid.

7.2.2 The bidder should submit all the required documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection.

7.2.3 The bidder has to submit the undertaking in the prescribed format in the technical bid that he accepts all the technical and commercial tender conditions and shall abide by the same fully.

7.3 Clarification of doubts

7.3.1 Prospective Bidder requiring any queries in the Tender may raise the pre-bid queries/clarifications/ doubts to CEO through <https://tntenders.gov.in> by 05:00 P.M. on 22.01.2024. The replies to the queries will be uploaded in <https://tntenders.gov.in> by 05:00 P.M. on 24.01.2024.

7.3.2 If necessary Corrigendum to the Tender Document shall be issued by this Department.

7.3.3 Amendments to the Tender

7.3.3.1 Before closing of the Tender, clarifications and amendments, if

any, will be notified in the websites mentioned earlier. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Public (Elections-II) Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

7.3.3.2 No clarifications would be offered by CEO within 48 hours prior to the due date and time for opening of the Tender.

7.3.3.3 Before the closing of the Tender, CEO may amend the Tender document as per requirements or wherever feel such amendments are absolutely necessary.

7.3.3.4 Amendments may also be given in response to the queries by the prospective Bidders.

7.3.3.5 Such amendments will be notified in the websites mentioned in the tender schedule.

7.3.3.6 CEO at his discretion may or may not extend the due date and time for the submission of bids on account of amendments.

7.3.3.7 CEO 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.

7.4 The Tender Accepting Authority Reserves the Right to:

7.4.1 Reject any or all the tenders without assigning any reason thereof.

7.4.2 Revise or amend specifications, before the last day of submission of bid.

7.4.3 Relax, waive or modify any of the conditions stipulated in the

specification wherever deemed necessary.

7.4.4 If any changes in conditions are made, they shall be made at least 48 hours before the last date and time of submission of bids, and shall be posted on the websites <https://tntenders.gov.in>. In no case individual communication would be sent to the potential bidder regarding such changes and it would be the bidder's responsibility to visit the website and take note of changes, if any.

7.5 Acceptance / Withdrawal

7.5.1 The final acceptance of the tender would be entirely vested with the Tender Accepting Authority (Chief Electoral Officer, Tamil Nadu) who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of the Public (Elections-II) Department to communicate in any way with the rejected Bidders.

7.5.2 After acceptance of the tender by the Tender Accepting Authority, the Bidder shall have no right to withdraw the tender or claim a higher rate for any activity.

7.5.3 Tender with incomplete information is liable for rejection.

7.5.4 For each category of pre-qualification criteria, documentary evidence is to be produced duly digitally signed by the Agency, and enclosed with the technical bid.

7.5.5 The Agency should possess minimum infrastructure (equipment, skilled manpower) to take up the work for which evidence should be furnished in the Technical Bid.

7.6 Security Deposit

7.6.1 The successful Bidder will be required to remit a Security

Deposit (SD) equivalent to not exceeding Five percent of the value of the order, inclusive of EMD 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 Public (Elections) Department.

7.6.2 If the successful bidder fails to remit the Security Deposit, then, the EMD remitted by him will be forfeited by Public (Elections-II) Department and his bid will be held void. After issue of LoA, the EMD submitted by the successful bidder will be returned to them, automatically.

7.6.3 The successful bidder should sign an agreement only on fulfillment of the above condition.

7.6.4 The Security Deposit furnished by the successful Bidder in respect of his tender will be returned to him at the end of the contract period, subject to the satisfaction of Public (Elections-II) Department.

7.6.5 The Security Deposit till it is returned will not bear any interest. The Security Deposit amount will be returned to the eligible bidders only after the receipt of the final payment received from the CEOs office.

7.7 Forfeiture of Security Deposit

If the successful bidder fails to sign the contract or after signing the contract, fails to perform any contractual obligation, his Security Deposit mentioned above will be forfeited by the Public (Elections-II) Department.

7.8 Agreement

7.8.1 The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.100/- non-judicial stamp paper in the format in Annexure-II of the tender document with such modification as may be required by the Public (Elections-II) Department at the time of execution, within seven days from the date of acceptance of the tender.

7.8.2 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 the Public (Elections-II) Department and recovery of any consequential losses from the Agency.

7.9 Assigning of tender in whole or part

The Agency should not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No **under-letting or subletting** to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the prior written consent of Public (Elections-II) Department.

7.10 Penalty

100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Election Day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure.

SERVICE AVAILABILITY	Deduction from total cost
99.9% to 100%	0%

98% to 99.8%	10%
95% to 97.9%	25%
80% to 94.9%	50%
Below 80%	90%

Methodology for Penalty Calculations: -

(i) Penalty will be calculated for each polling station for the purpose of polling. The entire polling period will be denoted as 'X' and actual streaming hours/minutes will be denoted as 'n'. Based on that, the percentage of penalty will be calculated as follows:-

X = actual polling hours/minutes

n =actual streaming hours/minutes

$$\text{Service Availability} = \frac{n}{X} \times 100$$

7.11 Termination of Contract

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.

- a) 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.

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.

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 Public (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.

- 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.
- The Public (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.

7.12. 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, Public (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, Public (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.

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

7.11 Responsibilities of the successful Bidder :

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 within

5 days from the date of signing of the contract.

6. Conduct of trial runs to see that the Webcasting from the identified locations goes thro' smoothly without any bottlenecks and rectification of the same where necessary.
7. Conduct of live run/recording to see that the Webcasting from the identified locations goes thro' smoothly without any bottlenecks on the days of polling and counting respectively.
8. Provide all the PC wise/Assembly Constituency wise and polling station 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 (DEO office) and software in a suitable backup devise to view the same as and when required.
10. Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
11. Provision of internet connectivity at the counting centres.
12. Facilitate the bidder to ensure that the internet service provider extends the good support in the performance of the connectivity during the election process.

B) Responsibilities of the Client (Public (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. Ensure the safety and security of the internet connectivity and HD cameras delivered by the bidders at the respective locations
7. Provision of power, furniture, security and other resources to the bidder, towards the operation of the HD cameras to transmit the

Webcasting data on the scheduled dates.

8. Addressing letters to DEOs across the State with appropriate instructions.
9. Co-ordination with DEOs across the State for the implementation of the project.
10. Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
11. Help the bidder during the conduct of the trail and actual runs
12. Release of payments as per the satisfactory completion of the work.

7.12 Force Majeure

Neither the Department nor the Agency 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:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority, domestic or foreign, including but not limited to war declared or undeclared.
- c) Accidents or disruptions including but not limited to fire and explosions.

7.13 Jurisdiction for Legal Proceedings

Any suit or proceedings in this regard shall be instituted in Chennai only and no other court outside shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

8. Release of Payment

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

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

1. Signing of Contract
2. Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
3. Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client.
4. The following would be the Milestones for Payment w.r.t. Training to the Polling Station/Counting Center personnel, Polling day events and the counting day events.

Training

Sl.No.	Milestone	Approval	By Date
1	First level Training	By CEO	Two weeks before the day of Polling
2	Second level Training	By CEO	Two weeks before the day of Polling
3	Third level Training	By CEO	One week before the day of Polling

Polling Day events

Sl.No.	Milestone	Approval	By Date
1	Polling Station Manpower List	By CEO	Two weeks before the Polling day
2	Polling station Inspection	By CEO	Five days before the Polling day
3	Installation of Cameras	By CEO	Three days before the Polling day

4	First Trial Run	By CEO	Two days before the Polling day
5.	Second Trial Run	By CEO	One day before the Polling day

Counting Day events

Sl.No.	Milestone	Approval	By Date
1	Counting Center Manpower List	By CEO	Two weeks before the Polling day
2	Counting center and Counting Hall Inspection	By CEO	Five days before the Counting day
3	CCTV Installation in Counting Hall	By CEO	Three days before the Counting day
4	First Trial Run	By CEO	Two days before the Counting day
5.	Second Trial Run	By CEO	One day before the Counting day

No advance Payment will be made

Financial Bid (BOQ)

(Bid Document for Live Webcasting on the day of Polling and Recording on the day of Counting)

e-Tender for Live Webcasting on the day of Polling and Recording on the day of Counting for the General Elections to Lok Sabha, 2024.

Sl. No.	Item Description	Quantity Approx. (Nos.)	Unit Rate (Rs.)	Total Amount
A	B	C	D	E=C*D
1	Web casting in Polling Stations on the day of Poll (Live Streaming of Video on the Internet) inclusive of Manpower, web camera and related accessories (on per camera basis)	45,000		
2	Recording through wired connectivity for local viewing of the Counting at Counting Centres on per camera basis (IP based HD Cameras)	3,744		
3	Setting up of Control Room including all items at the District level. (42" LED TV, Manpower and required accessories etc.)	38		
4	Setting up of Control Room and Help Desk (13 seater) including all items at the CEO level. (13 Nos. of 42" LED TV, Manpower and required accessories etc.)	1		

5	Provision of LED TV 42" in the 39 counting centre locations (approx.) @ 1 LED TV for 39 PCs with manpower on the day of Counting	39		
6	Grand Total			

Note:

- The Quantity to be used during the Polling are mentioned in the Scope of work in Chapter No. 5.
- This is an approximate number. The payment would be made as per the exact number of polling stations covered under webcasting.
- The Total amount (BA19) will be evaluated to arrive at the Lowest Price (L1 Price). GST will be added while settling the bills.
- The optional items will not be considered for Price bid evaluation purposes.
- The Bidder shall submit the offer by filling up all the columns in BOQ Excel file against each item. Bids with blank columns are liable for rejection.
- Bidders should quote for all the items in the Package.

ANNEXURE-I

Checklist for Technical Proposal

The technical proposal should comprise of the following basic requirements as mentioned in the Chapter 4.

Sl. No.	Description	Document
1	Tender document along with the reply to the queries uploaded, the corrigendum issued if any, should be Digital signed on all pages and uploaded. In addition to this, a Letter of Authorisation should be attached.	
2	The Bidder should be a Company Registered in India under the Indian Companies Act 1956	
3	IT/ITES	
	a) Consortium of Bidders is allowed with maximum three partners. 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 c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	
4	Bidder or all the bidders together in the case of the consortium should have an average annual turnover of Rs.50 Crores and above, in the last three audited financial years (2019-20, 2020-21 &2021-22). Out of which the prime bidder turnover should have an average annual turnover	

	of Rs.30 Crores or more for the last three year (2020-21, 2021-22 &2022-23)	
	2020-21	
	2021-22	
	2022-23	
5	Copy of the Work order/Agreements and Completion certificate for Webcasting in 15,000 locations in India on behalf of ECI/Govt. Departments/PSUs and Government agencies during the last three years out of which the prime bidder should have executed minimum 10,000 locations in a single work order on behalf of ECI.	
6	Copy of relevant work orders and completion certificate to be submitted from any Government agencies/ ECI anywhere in India.	
7	Copy of Certificate with respect to ISO 27001:2011 or higher/ISO 9001:2008 or higher/both in his name	
8	Self-declaration certificate for black listing	
9	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day and counting day	
10	Technical Specifications Compliance Statement	
11	IT	
12	GST	

Name of the Bidder: -
 Authorised Signatory: -
 Seal of the Organization: -
 Date:
 Place:

**ANNEXURE-II
FORM OF CONTRACT**

(To be executed on a Rs.100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the Tender for Webcasting for General Elections to Lok Sabha, 2024) (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 _____ 2021 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. 1/ /2024 for Webcasting for General Elections to Lok Sabha, 2024 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 BoQ. 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 Webcasting

for General Elections to Lok Sabha, 2024 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) Payment Terms:

6.1 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 (Annexure -IV) by all the persons involved in the assignment
- c. Submission of an irrevocable Bank Guarantee of the security deposit amount in the format (Annexure -III) specified to the Client.
- d. The following would be the Milestones for Payment w.r.t. Training to the Polling Station/Counting Center personnel, Polling day events and the counting day events.

Training

Sl.No.	Milestone	Approval	By Date
1	First level Training	By CEO	Two weeks before the day of Polling
2	Second level Training	By CEO	Two weeks before the day of Polling
3	Third level Training	By CEO	One week before the day of Polling

Polling Day events

Sl.No.	Milestone	Approval	By Date
1	Polling Station Manpower List	By CEO	Two weeks before the Polling day
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3	Installation of Cameras	By CEO	Three days before the Polling day
4	First Trial Run	By CEO	Two days before the Polling day
5.	Second Trial Run	By CEO	One day before the Polling day

Counting Day events

Sl.No.	Milestone	Approval	By Date
1	Counting Center Manpower List	By CEO	Two weeks before the Polling day
2	Counting center and Counting Hall Inspection	By CEO	Five days before the Counting day
3	CCTV Installation in Counting Hall	By CEO	Three days before the Counting day
4	First Trial Run	By CEO	Two days before the Counting day
5.	Second Trial Run	By CEO	One day before the Counting day

6.2 No advance Payment will be made.

6.3 100% 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.

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

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

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

6.7 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.

7) Penalty Clause:

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

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.

100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the election day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure.

SERVICE AVAILABILITY	Deduction from total cost
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
80% to 94.9%	50%
Below 80%	90%

Methodology for Penalty Calculations: -

- (i) Penalty will be calculated for each polling station for the purpose of polling. The entire polling period will be denoted as 'X' and actual

streaming hours/minutes will be denoted as 'n'. Based on that, the percentage of penalty will be calculated as follows: -

X = actual polling hours/minutes

n = actual streaming hours/minutes

$$\text{Service Availability} = \frac{n}{X} \times 100$$

8. Termination of Contract

8.1 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.

8.2 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.

8.3 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 Public (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.

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

10. The Public (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.

11. 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, Public (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, Public (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.

12. 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 Public (Elections) Department
1) Witness		
2) Witness		

Annexure-III
BANK GUARANTEE FOR SECURITY DEPOSIT
The non-judicial stamp paper should be in the name of issuing Bank

Ref..... **Bank Guarantee**
No.....
Date

To

The Chief Electoral Officer and
Principal Secretary to Government,
Public (Elections) Department,
Secretariat,
Chennai - 600009.

Dear Sir,

1. In consideration of the Public (Elections) Department, Govt. of Tamil Nadu, Chief Electoral Officer, Tamil Nadu (hereinafter referred to as the bid inviting agency and purchaser) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (to be filled) (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No dated and the same having been acknowledged by the Supplier, resulting in a Contract, bearing No..... (to be filled) dated valued at for (to be filled) (scope of Contract) and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of

the entire Contract not exceeding Rs
..... (to be filled) (in words
&figures).

2. We(Name & Address of Bank Branch)
having

its Head Office at (hereinafter referred to as the Bank,
which expression shall, unless repugnant to the context or meaning
thereof, include its successors, administrators, executors and assigns)
do hereby guarantee and undertake to pay the amounts due and
payable under this guarantee without any demur, reservation,
context, recourse or protest and/or without any reference to the
Supplier merely on a demand from the Purchaser stating that the
amount claimed is due by way of loss or damage caused to or would
be caused to or suffered by the Purchaser by reason of breach by the
said Supplier(s) of any of the terms or conditions contained in the said
Agreement or by reason of the Supplier(s)' failure to perform the said
Agreement. Any such demand made on the Bank shall be conclusive
and binding notwithstanding any difference between the Purchaser
and the Supplier or any dispute pending before any Court, Tribunal,
Arbitrator or any other authority. We agree that the guarantee herein
contained shall be irrevocable and shall continue to be enforceable till
the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in
any way the liability of the Bank under this guarantee, from time
to time to extent the time for performance of the Contract by the

Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Bid Inviting Agency/Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs.

..... (to be filled) (in words & figures).

b. This Bank Guarantee will be valid upto ; and

c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on thisday of (to be filled) 2023at(to be filled)

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)
Bank Stamp)

(Designation with

Attorney as per Power of Attorney No..Dated (to be filled)

Annexure-IV

NON-DISCLOSURE AGREEMENT

And

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is
made between

AGREEMENT BY AND BETWEEN

- (1) (to be filled) a registered company validly organized and existing under the laws of India and having its registered office at (Here in after “ (to be filled)”).

And

- (2) **Public (Elections) Department, Government of Tamil Nadu, Secretariat, Chennai-600 009.**

1. **Purpose:** (to be filled) and **Public (Elections) Department** wish to explore a business opportunity of mutual interest and in connection with this opportunity, one party may disclose (the “Disclosing Party”) to the other party (the “Receiving Party”) certain confidential technical and business information,

which the Disclosing Party desires the Receiving Party to treat as confidential.

2. **“Confidential Information:”** means any information disclosed to the Receiving Party by the Disclosing Party, directly or indirectly, whether in writing (written, generated/stored on magnetic digital, photographic or other media), orally or by inspection, including without limitation, the Disclosing Party’s computer software, technology, documents, prototypes, samples, manuals, drawings, diagrams, reports, research and development, techniques, methodologies, applications for particular systems or programs, vendor names, customer lists, names of suppliers or business prospects, information systems, sales and marketing plans, financial information and results, business plans, strategic or financing transactions, projections (financial or otherwise), and channels of distribution, and which is designated by the Disclosing Party as “Confidential,” “Proprietary” or with some other similar designation. Confidential Information shall not, however, include any information which the Receiving Party can establish (i) was publicly known and generally available in the public domain prior to the time of disclosure to the Receiving Party as evidenced by prior written records or other tangible documents in the Receiving Party’s possession; (ii) becomes publicly known and generally available after disclosure to the Receiving Party through no wrongful act of the Receiving Party or any other party; (iii) was already in the possession of the Receiving Party, without confidentiality

restrictions, at the time of disclosure by the Disclosing Party as evidenced by prior written records or other tangible documents in the Receiving Party's possession; or (iv) the disclosure of which is required by mandatory law.

3. **Non-Use and Non-Disclosure:** The Receiving Party agrees not to use any of the Disclosing Party's Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between **Public (Elections) Department** and (to be filled). The Receiving Party agrees not to disclose any of the Disclosing Party's confidential information to third parties or to employees of the Receiving Party, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship between (to be filled) and **Public (Elections) Department**. The Receiving Party shall not reverse engineer any prototypes or other tangible objects which embody the Disclosing Party's Confidential Information.

4. **Maintenance of Confidentiality:** The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure and use of the Disclosing Party's Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall have its employees who have access to the Disclosing Party's Confidential Information sign a non-use and non-disclosure

agreement in content substantially similar to the provisions hereof, prior to any disclosure of such Confidential Information to such employees. The Receiving Party shall not make any copies of the Disclosing Party's Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

5. **No Obligation:** Anything herein shall obligate or **Public (Elections) Department** to precede with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Upon the request of the Disclosing Party, the Receiving Party will promptly return all documents in its possession that contain the Disclosing Party's Confidential Information.
6. **No Warranty:** All confidential information is provided "AS IS". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
7. **Ownership:** All Confidential Information disclosed by the Disclosing Party is and shall remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, mask work right or copyright of the Disclosing Party included in the Disclosing Party's Confidential Information, nor shall this

Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information.

8. **Survival:** This Agreement shall survive with respect to each piece of Confidential Information disclosed by the Disclosing Party hereunder until such time as such Confidential Information loses its confidentiality pursuant to Section 2(i), 2(ii), 2(iii) or 2(iv) hereof.
9. **Remedies:** Each party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all other legal remedies.
10. **Miscellaneous:** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the state of Tamil Nadu, INDIA, without reference to conflict of laws principles of any jurisdiction. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, except by a writing signed by both parties hereto. This Agreement may be executed in counterparts, all of which together, when executed and delivered, shall constitute one and the same instrument.

Place/Date: _____ ___/___/_____
____/____/____

Place/Date: _____

Name:

Name:

Signature: _____

Signature: _____



भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA

Tel. No. 011-23052144

Fax 011-23052001

Website: www.eci.gov.in

No.464/INST/2022/EPS

निर्वाचन सदन
अशोक रोड, नई दिल्ली-110001

Nirvachan Sadan
Ashoka Road, New Delhi-110001

Dated: 19th June, 2023

To

The Chief Electoral Officers of
All States/ Union Territories.

Subject: Multiple civil (non-force) measures to keep watch on various stages of elections- Videography, CCTV and Webcasting etc.-reg.

Reference:

- (i) 464/INST/2005-PLN-I, Dated 15.10.2005
- (ii) 447/2007-PLN-IV, Dated 17.01.2007
- (iii) 464/INST/2008/EPS, Dated 19.01.2009
- (iv) 464/INST/EPS/2009, Dated 12.04.2009
- (v) 464/INST/2009/EPS, Dated .03.05.2009
- (vi) 470/INST/2011/EPS, Dated 04.03.2011
- (vii) 464/INST/2015-EPS, Dated 06.10.2015
- (viii) 464/INST/2016-EPS, Dated 30.04.2016
- (ix) 464/INST/2016-EPS, Dated 09.09.2016
- (x) 464/INST/2019/EPS, Dated 28.3.2019
- (xi) 464/INST/2019-EPS, Dated 05.04.2019
- (xii) 464/INST/2021-EPS, Dated 25.02.2021

Madam/Sir,

The Commission has a consistent policy to deploy various civil measures (non-force) for conduct of free, fair, inclusive and transparent elections in the context of emerging challenges of limited security resources available with electoral machinery. The Commission had issued instructions from time to time for use of civil measures such as photography, videography, CCTV, webcasting etc. for identified critical and other Polling Stations and for all other critical poll processes. Following consolidated instruction is being issued, in supersession of all the referenced instructions, for sake of clarity.

2. Some of the Polling Stations may be categorised as Critical Polling Stations and polling stations falling in vulnerable areas, based on pre-defined parameters prescribed by the Commission, for more focused attention on the

day of polling. The Commission has directed that such Polling Stations shall be covered by CAPF. The Polling Stations, where CAPF is not deployed due to non-availability or otherwise, they shall be covered by one or more of the following civil (non-force) measures to keep a watch on the polling process:

- (i) Micro Observer
- (ii) Video Camera
- (iii) CCTV
- (iv) Webcasting

On the basis of assessment by DEO in consultation with the Observer, the measures mentioned above can be put in place even at those Polling Stations where CAPF is deployed, to keep a watch on the polling process. Certain civil measures are not restricted to poll day only but extend to and cover all other critical poll processes.

Detailed instruction in deployment of Micro Observers is separately issued. This consolidated instruction deals with civil measures like videography, CCTV and webcasting and is used in supersession of the above referred 12 instructions for the purpose of clarity and ease.

3. Videography and CCTV:

(i) Criteria:

- a) The District Election Officer, on the basis of size of the constituency, number of critical polling stations, polling stations falling in vulnerable area, previous history of booth capturing and other malpractices, the general law and order situation, the likelihood of committing corrupt practices and electoral offences and other related factors and after consultation with the Chief Electoral Officer should decide the number of video camera teams needed for each Constituency in the district.
- b) Each member of the videography team deployed for recording of the proceedings/ important events shall be given proper duty passe for this purpose.
- c) Private videography agencies hired shall be screened thoroughly by obtaining information on their professional competence, track record, financial viability and other related factors like political affiliations etc.

2

- d) Private individual videographers hired by the District Election Officer should not belong to any political party or should not be known sympathizers or supporters or close relatives of any contesting candidates or leaders of any political party and should not have been hired by any political party or contesting candidate.
- e) A special receipt counter may be set up at the Receipt Centres to receive photos/ videos with accompanying certificate providing details of location (Polling Stations or location of other process/events), tasks assigned and number of photos/ minutes of videos taken etc.
- f) Videography recording is not restricted to poll day but covers entire spectrum of critical poll processes.
- g) Video cameras may be used to capture still photography wherever so required.
- h) CCTV coverage can be provided for the poll processes scheduled/happening inside rooms/halls like nomination, scrutiny, withdrawal, symbol allotment, EVM/VVPAT related processes etc.
- i) Keeping in view the availability and economic viability, CCTVs can be used as an alternative to video cameras and vice versa.
- j) While using CCTV, it must be ensured that all the instructions/parameters mentioned above for use of video cameras are to be, *ad seriatim*, scrupulously followed in the case of CCTV coverage also.

(ii) Inventory of cameras:

The District Election Officer shall make an assessment of requirements of cameras of appropriate specification/ technology and videographers (with or without cameras) and their availability in the district. In case of shortage, the tender may be floated for hiring of cameras/ videographers or fix the hiring charges based on the prevailing market rate well in advance.

(iii) Events to be recorded:

- (a) In reference to the Supreme Court's observations made in its judgment dated 11th January 2005 in Civil Appeal No.9228 of 2003 (*Janak Singh Vs. Ram Das Rai and Others*), the Commission, earlier, directed that photography may be carried inside the Polling Stations to photograph

electors and cover poll proceedings without compromising the secrecy of voting. The Commission now directs that all critical events during the entire course of election shall be recorded in CCTV or videography where CCTV is not available.

(b) Arrangements for 360° CCTV coverage inside the room and at the exit gate of the room shall be made to record the process of nomination, scrutiny, withdrawal and allotment of symbol. In case CCTVs are not available, the above processes shall be recorded through videography with date and time stamping and other instruction of the Commission in this regard.

(c) Other critical events such as First Level Checking of EVM/VVPATs, commissioning of EVM/VVPATs, important public meetings, processions during election campaign, processes related to postal ballot papers, polling process in identified critical polling stations, storage of polled EVM/VVPATs, Opening of Strong Rooms before taking out the EVM/VVPATs for counting and counting process etc. shall be recorded in CCTV or through videography.

(d) The videographer shall make sure that all other important events *inter alia* listed below are properly recorded:

- i. Attempts of intimidation of voters.
- ii. Attempts of inducement/ bribing of voters.
- iii. Canvassing within 100 metres of Polling Stations
- iv. Positioning of voting compartment
- v. Assured Minimum Facilities (AMF) at the Polling Station
- vi. Presence of polling agents
- vii. Mock Poll.
- viii. Clearing of Mock Poll
- ix. Sealing of EVMs and VVPATs.
- x. Process of identification of voters.
- xi. Voters in queues.
- xii. The length of queue at the time fixed for close of poll.
- xiii. Any dispute of any nature at the Polling Station.



- xiv. Visit by Sector Officers, Observers and other electoral functionaries or any important person including the candidates.
- xv. Replacement of EVMs/VVPATs, if any.
- xvi. Any reportable or objectionable incidents at the Polling Stations.
- xvii. Any other processes or events specified by DEO/RO

- (e) All videography and photography should be done with date and time stamping so that the real time and date can be verified.
- (f) Videographers, so deployed, shall not be making random videography but shall follow protocol provided by the Commission in recording events.
- (g) Care should be taken that the videographers engaged for the purpose of covering the public meetings/rallies etc. attended by NSG/SPG protectees having high security threat, the videographers, so deployed, shall be screened for security by the district police authorities. Proper advance security liasoning with the officials of NSG/SPG shall be maintained in this regard and under no circumstances the videographers and the process of videography can become a hindrance to the process of giving security cover to such protectees.
- (h) Regulated entry of the media persons, with authority letters, shall be allowed inside the Polling Station premises in manageable numbers to capture general poll day events without violation of secrecy of voting.

(iv) Method of placing cameras:

Cameras shall be placed/ handled in such a manner that they can record the general proceedings at the Polling Station including the process of identification of voters, application of indelible ink, voting compartment etc., on poll day. On counting day, the CCTV/ videography camera shall be placed in such a way that it captures the general proceeding and do not focus on the display of the Control Unit. Proper care should be taken to ensure that the secrecy of voting is not violated in any manner in either case.

(v) Scrutiny of videography/CCTV footage done:

- (a) Videography done at a Polling Station, shall be viewed by the RO, in presence of the Observer at the time of scrutiny of Form 17A and other documents, in case of any complaint with respect to that Polling Station.



At the time of scrutiny, concerned videographer shall be available so that the RO and Observer can seek any clarification, if required.

(b) Video films of campaigning shall be viewed by the teams appointed by the Returning Officer to check whether any of the organizers / speakers or other participants of the public meeting has committed any violations or infractions of statutory provisions and directions of the Commission or provisions of Model Code of Conduct.

(c) The Returning Officer, wherever competent to take action, shall immediately initiate corrective action including disciplinary action against all those found guilty, under intimation to the Commission.

(d) In cases of serious infringements, the RO while submitting his report to the Commission through DEO/CEO will also send a copy of the video recording in CD or in other appropriate storage device by quickest possible means. In such cases the such recordings will be carefully indexed and complete transcript thereof, a brief explanatory note mentioning the broad details of the violations, the persons responsible and the action recommended be provided to the Commission.

(e) The videographic clippings are required to be shown to the Observers concerned deployed in the Constituency/ District on daily basis to enable him/her to apprise the Commission of the situation prevailing in that Constituency to enable it to take prompt remedial measures, if required.

(vi) Videography/CCTV at Counting Centre:

(a) Video/CCTV coverage shall be ensured at every stage of counting by deploying adequate teams of videographers. This video/CCTV coverage shall include the randomization process for counting personnel, opening of Strong Rooms, transfer of CUs from Strong Room to Counting Hall, Counting Hall arrangements, process of counting and tabulation counters, checking of two CUs per round by the Observers, security arrangements in and outside the Counting Hall/Centre, presence of candidates and their agents, declaration of results, handing over of Certificate of Return of Election, placing VVPAT slips in black envelopes and sealing of EVM/VVPATs after counting and any other significant events of the counting process.



(b) The videography shall have the date and time stamping. Storage devices, containing unedited video recording should be sealed, clearly labelling/indexing all the details contained therein, after the counting process is over for future reference. CDs/ Storage devices of the video recording should be kept in safe custody of the District Election Officer.

(c) No still or video camera of the media (except the official video camera for officially recording the entire counting process) is allowed to be fixed inside any Counting Hall. No camera stand should, therefore, be allowed to be taken inside Counting Halls by media persons. Hand held cameras can be allowed for media persons carrying authority letter/ pass issued by the Commission. Further, while covering the counting process with camera carried in hand by the media persons, in no circumstances, the actual votes recorded on an individual EVM or ballot papers is to be videographed/photographed.

(d) The exact location, up to which the cameras of the media can move, should be indicated by the Returning Officer in advance, marked by a line or a string for guidance of all concerned.

4. Webcasting:

(i) Meaning of webcasting-

(a) Webcasting simply means live streaming of video on the Internet. Any video camera including a webcam capable of being connected to the Internet can be used for webcasting. Webcasting in polling stations will be restricted for monitoring by the election machinery, to prevent vitiation of the poll process, at Polling Station.

(b) In the context of poll day webcasting, it is preferable that cameras of appropriate specification/technology are installed at identified Polling Stations, in such a manner to record general proceedings and not to violate secrecy of vote. Such live stream data of webcasting on poll day events shall only be displayed at Control Rooms of Chief Electoral Officer, District Election Officer and Returning Officer and nowhere else. The Commission shall also be provided with the link to view live streaming on need based.



- (c) Webcasting arrangement shall have enough analytical and alert capabilities to provide run time and end of the day analysis on functional/non-functional cameras and alerts on critical system events.
- (d) Such live streaming, as described above, shall be recorded in the Control Rooms of the District Election Officers and nowhere else. District Election Officer shall be custodian of the entire video data and shall be responsible for its safe keep.
- (e) This civil measure is primarily to provide immediate support to Polling Stations, by monitoring, in case of any events that could jeopardize the integrity of the voting process.
- (f) Webcasting shall cover poll process inside the Polling Station and voter's queue and peripheral areas of the Polling Station,

(ii) Identification of locations for webcasting:

Arrangements for webcasting shall be done in all critical Polling Stations and all Polling Stations in vulnerable areas or at least in 50% of total polling stations including auxiliary polling stations, whichever is higher. Therefore, necessary arrangement of webcasting in Polling Stations shall be made, to provide immediate support, for ensuring free and fair election and as a confidence building measure for voters.

(iii) Installation of webcasting at Polling Stations:

- (a) A temporary landline or mobile broadband connection or any other means of connectivity should be provided in all identified Polling Stations where webcasting is proposed.
- (b) Cameras of appropriate specification/technology should then be provided at Polling Stations.
- (c) Provision for sufficient number of 3 pin sockets in Polling Station for powering such cameras.
- (d) It is preferable that a State-wide composite tender is issued by the Chief Electoral Officer, with necessary service level benchmarks, to install webcasting infrastructure and its operation. However, the Chief Electoral Officer may, on his own discretion and convenience, adopt any other method to provide webcasting infrastructure and its operation.



(e) It shall be ensured that webcasting infrastructure is ready for full testing by P-3 days at all identified locations including Control Rooms facilities. Full rehearsal shall be ensured on P-2 and P-1 days to ensure glitch free operation on poll day.

(iv) Setting up Web-casting in Polling Station:

- (a) During webcasting in polling stations, it should be ensured that camera(s) is/are placed at sufficient height (e.g.,7-8 ft) above the ground.
- (b) The camera(s) should be placed on a stable and sturdy position on a wall and kept in fixed position.
- (c) The camera(s) should be in such a position that a broad view of the following aspects of poll processes is clearly captured and transmitted:
- Process of identification of voter by Polling Officer;
 - Application of indelible ink on the finger of voter;
 - Initialisation of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
 - Voter's visit to voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit and VVPAT so that secrecy of vote is preserved under all conditions.
 - Presence of Polling Agents to the possible extent.
 - At the time of closing of poll, distribution of slips/tokens to the voters in queue.
 - Sealing of EVM (BU/CU), VVPAT, their carrying cases and distribution of attested copies of Form 17C to polling agents.
 - Voter's queue and peripheral area of the Polling Station.
- (d) The name and number of Polling Stations along with date of poll should be pasted at such a place so that it is displayed in camera view throughout the polling day till completion and sealing.
- (e) The Booth Level Officer and the Sector Officer concerned should give Polling Station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified and are functioning properly with the cameras oriented correctly. On the basis of above certificates,



the District Election Officer shall furnish a consolidated report to the Chief Electoral Officer for onward submission to the Commission.

(f) The RO shall prepare signages of size 30”X18” with colour scheme of black letters on fluorescent yellow background, having the following text **"YOU ARE UNDER WEB CAMERA/CCTV SURVIELLANCE"**. These signages shall be displayed prominently at multiple locations, inside and outside the Polling Stations or any other relevant locations.

(g) It must be ensured that no advertisement is displayed during webcasting.

(v) Recording of video in case of webcasting:

It is reiterated that. in all cases where webcasting is done, the video of the entire day's proceedings must be recorded in the Control Rooms of the District Election Officers and nowhere else. District Election Officer shall be the custodian of the records so created. The record footage of the relevant period should be made available to the Returning Officer for viewing at the time of scrutiny on the next day after the poll in case of any complaint with respect to that Polling Station.

(vi) Monitoring of webcasting:

Monitoring of webcasting shall be normally two tier, in addition to viewing by the Commission, as below:

a) **State Control Room:** A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through District Control Room.

b) **District Control Room:** A separate control room within State Control Room shall be set up to monitor webcasting for appropriate action through Returning Officer or Sector Officers or QRTs or any other mechanism.

(vii) No Webcasting of Counting Centre:

There shall be no webcasting of the process of counting of votes.

However, the sufficient numbers of CCTV cameras of appropriate resolution shall be installed in all Counting Halls. CCTV Camera for counting table earmarked for VVPAT Counting Booth (VCB) shall be installed on ceiling just above the counting table, as per instructions contained in the latest edition of 'Manual on Electronic Voting Machine and VVPAT'. CCTV recordings of



the full counting process shall be under the custody of the District Election Officer and shall be treated as records under Rule 93(1) of Conduct of Election Rules 1961.

5. Training of personnel deployed for videography, CCTV and webcasting:

Personnel deployed videography, CCTV and webcasting should be trained by the Returning Officer or Nodal Officer on what and how to capture during videography. It must be instructed that the purpose of the scheme is to record critical events that could vitiate the poll. They should not simply take photographs or videos or footage in a routine or random manner in order to fill up a storage device, or camera memory. A proper training for setting up CCTV/ webcasting cameras shall also be provided.

Training of all officers/ staff associated with webcasting is very important. All Presiding Officers, polling officers and Sector Officers for the Polling Stations where webcasting is planned must be familiarised in webcasting and duties associated with it. The officials at State/District Control Room shall also be trained for monitoring methods and appropriate reaction to be initiated.

6. Logistics for teams deployed for videography, CCTV and webcasting:

All teams so deployed for videography, CCTV and webcasting should be under the personal supervision and guidance of a Nodal Officer, appointed by the DEO/RO. Such teams will be provided suitable transportation/vehicles, food etc. during their duty, subject to terms and conditions of the contracts, and it shall be ensured that no hospitality from any candidate or political functionaries is accepted by them.

7. Storage and retention of photo/webcasting/CCTV/videography data:

(a) The webcasting data and videography data/ photography *inside the Polling Stations* produced in compliance with the orders of the Commission shall form a part of the record of the concerned election under Rule 93(1) Conduct of Election Rules 1961 and stored with due precautions for its safety. The recording shall be kept in CDs or other suitable storage devices, properly sealed and indexed for easy retrieval, in the safe custody of District

Election Officers, as in the case of all other election related records. The DEO will ensure that there is no leakage and data theft.

(b) Data as above shall be kept in the trunk in the Strong Room, designated for documents different from EVM/VVPAT Strong Rooms, where all the statutory documents relating to that election have been stored. CD/ storage device of video recordings shall be indexed with a uniform code number in the following standard formulation: *State/ District/AC/Date of recording/location/Gist of event recorded*. This data shall be retained for a period of one year and destroyed thereafter, under Rule 94(b) Conduct of Election Rules 1961.

(c) A copy of the data shall be kept in the secured custody of DEO concerned for use during scrutiny process, if required. The copy shall be destroyed after the completion of the scrutiny process.

(d) The locking seal of CDs shall remain intact, so that contents cannot be copied to another CD possible. Before consigning the CD for storage, it shall be covered with tape to prevent accidental erasure, editing, or manipulation. etc. Similar precaution shall be taken for other types of storage device, if used.

(e) The recordings of various stages of election process (not related to the Polling Stations) like nomination of candidates, scrutiny, withdrawal of candidature etc. by videography/CCTV shall be kept in the safe custody of the DEO till the expiry of 45 days from the date of declaration of result of the election concerned.

(f) The video recordings of election campaign activities of candidates and political parties made by the election expenditure monitoring teams, FSTs, SSTs etc., shall be kept in safe custody of DEOs till the expiry of 8 months from the declaration of the result of the election.

(g) On receipt of an application for copies of the data/ record or to inspect such data/ record, within 45 days of the declaration of the election result in case of (e) above, and within 8 months of the declaration of the election result in case of (f) above, following facilitation shall be permitted:

(i) Copies of still photo or video recording should be given on demand, free of cost to candidates and on due payment of a fee of Rs 300/- per CD/ storage device (exclusive of cost of CD/storage devices) to any other person.

(ii) Inspection may be allowed as per follows:

- The video CDs/ storage devices will be made available for inspection in the office of the District Election Officer or Chief Electoral Officer, as the case may be.

- No guarantee for authenticity and veracity of the contents of the CDs/storage devices will be undertaken under any circumstances and these will be made available on 'as is' basis.

- Effective supervision by officials shall be ensured to avoid removal of any footage or damage or mutilation of the CD/ storage device. Simultaneous inspection by a large number of persons shall not be allowed.

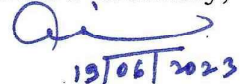
(h) On expiry of the prescribed period of 45 days or 8 months, as the case may be, it should be ascertained whether any election petition or any other petition/complaint etc. has been filed in respect of the election concerned or pertaining to electoral offence etc., in which video recording could be relevant. In case no Election petition or any other petition etc., is pending, the recording should be destroyed after following the usual procedure prescribed for the purpose.

(i) If there is any election petition filed in respect of the election or any other petition etc. in any competent court in respect of which the data mentioned at (e) and (f) would be relevant, then such data shall be retained in safe custody of DEO till the disposal of such matter.

Manual on Force Multipliers and Civil Measures (*latest edition*) may be referred for detailed instructions and clarification on all types of civil (non-force) measures.

The aforesaid consolidated instructions shall be brought to the notice of all concerned for strict compliance.

Yours faithfully,



19/06/2023

(SANJEEV KUMAR PRASAD)
SECRETARY

**Civil (Non-Force) Measures Matrix for
Photography/Videography/CCTV/ Webcasting**

Location or Event/Civil Measure	Videography	CCTV	Webcasting	Remarks
Polling Station (identified for video coverage)	YES (in case of webcasting not feasible)	NO	YES	Data is part of election records under Rule 93(1) and hence can't be shared without order of competent court.
Counting (VCB shall have CCTV only)	YES (in case 360° CCTV not provided)	YES	NO	Data is part of election records under Rule 93(1) and hence can't be shared without order of competent court
Any Poll Process other than Polling Station and Counting	YES	YES	NO	Data can be shared/inspected within 45 days of the election result
Campaign, Expenditure Control etc	YES	YES	YES (need based at check nakas)	Data can be shared/inspected within 8 months of the election result.