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|  | <p align="center"><b>Public (Elections) Department</b></p>   |
| <p>e-Tender for Videographing of Critical Events, Election Expenditure Monitoring, CCTV arrangements, MCMC Monitoring etc. during General Elections to Lok Sabha, 2024.</p> <p align="center"><b>Tender Ref. No.2/6767/2023.</b></p> |  |
|  | <p align="center">O/o Chief Electoral Officer</p>  |
|  | <p align="center">Public (Elections-II) Department,</p>  |
|  | <p align="center">First Floor, Main Building, Secretariat,</p>                                       |
|  | <p align="center">Chennai-600009</p>   |
|  | <p align="center">Phone: +91-44-25665327</p>   |
|  | <p align="center">Email: <a href="mailto:sec2.pelecd@tn.gov.in">sec2.pelecd@tn.gov.in</a></p>        |
|  | <p align="center">Website: <a href="https://elections.tn.gov.in">https://elections.tn.gov.in</a></p> |
|  | <p align="center"><a href="https://tntenders.gov.in">https://tntenders.gov.in</a></p>                |
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**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 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**

|            |  |
|------------|--|
| AC         | Assembly Constituency                          |
| ARO        | Assistant Returning Officer                    |
| BG         | Bank Guarantee                                 |
| BU         | Ballot Unit                                    |
| CC         | Counting Centre                                |
| CPMF       | Central Para Military Force                    |
| CU         | Control Unit                                   |
| CEO        | Chief Electoral Officer                        |
| CP         | Counting Process                               |
| DEO        | District Election Officer                      |
| DIC        | District Industries Centre                     |
| ECI        | Election Commission of India                   |
| EMD        | Earnest Money Deposit                          |
| EVM        | Electronic Voting Machine                      |
| FST        | Flying Squad Team                              |
| GELS, 2024 | General Elections to Lok Sabha, 2024           |
| GST        | Goods and Services Tax                         |
| HD         | High Definition                                |
| INR        | Indian Rupees                                  |
| IS         | Indian Standard                                |
| ISO        | International Organization for Standardization |
| IT         | Information Technology                         |
| ITES       | Information Technology Enabled Services        |
| LoA        | Letter of Acceptance                           |
| LoI        | Letter of Indent                               |
| MSME       | Micro Small and Medium Enterprises             |
| PS         | Polling Stations                               |
| PSU        | Public Sector Undertaking                      |

|       |                                    |
|-------|------------------------------------|
| PO    | Purchase Order                     |
| RFP   | Request for Proposal               |
| RO    | Returning Officer                  |
| SD    | Security Deposit                   |
| SPoC  | Single Point of Contact            |
| SSI   | Small Scale Industry               |
| SST   | Static Surveillance Team           |
| TDS   | Tax Deduction at Source            |
| VST   | Video Surveillance Team            |
| VVPAT | Voter Verifiable Paper Audit Trial |

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## 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: 2/6767/2023**

**Date: 23.12.2023**

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 Videographing of Critical events, Election Expenditure monitoring, CCTV arrangements, MCMC monitoring etc. during General Elections to Lok Sabha, 2024 as per the Election Commission of India (ECI) guidelines. For this purpose, the districts in Tamil Nadu are divided into Nineteen (19) regions and Tenders are invited for individual regions for the items as listed below up to 3:00 PM of 19.01.2024.

| Name of Article  | Specifications  | Quantity   | Validity<br>Period of<br>Bid | Place of<br>Delivery                                       |
|--|---|--|------------------------------|--|
| Videographing of Critical events, Election Expenditure monitoring, CCTV arrangements, MCMC monitoring etc. during General Elections to Lok Sabha, 2024 as per the Election Commission of India (ECI) guidelines. | As mentioned in the bid/ ECI guidelines/<br>Government Letters. | As per the requirement<br>s of the<br>AROs/ROs/<br>DEOs. | 180<br>Days                  | Office of<br>the<br>AROs/<br>ROs/<br>DEOs of<br>the State. |

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, duly signed 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 19.01.2024, 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 19.01.2024 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 select the region in the column H13 of the BOQ2.
12. The bidders are requested to fill all the columns without fail; otherwise the bid will be summarily rejected.
13. 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.2/6767/2023,<br>Dated.23.12.2023  |
| 2) | Tender inviting Authority,<br>Designation and Address                               | The Additional Chief Electoral Officer and<br>Additional Secretary to Government,<br>Public (Elections) Department,<br>Secretariat, Chennai-9.<br><br>Contact Number: 044-2567 0419<br>e-mail: sec2.pelecd@tn.gov.in<br>Websites: <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> &<br><a href="https://elections.tn.gov.in">https://elections.tn.gov.in</a> |
| 3) | Name of the work  | e-Tenders are invited for rate contract<br>Videographing of Critical Events and<br>Election Expenditure Monitoring, etc.,<br>during General Elections to Lok Sabha,<br>2024.   |
| 4) | Tender documents available<br>place   | Tender documents can be downloaded<br>free of cost from <a href="https://tntenders.gov.in">https://tntenders.gov.in</a><br>and <a href="https://elections.tn.gov.in">https://elections.tn.gov.in</a>   |
| 5) | Earnest Money Deposit<br>(EMD)  | Rs.5,00,000/- per region, shall be paid<br>only online module through<br><a href="https://tntenders.gov.in">https://tntenders.gov.in</a> .   |
| 6) | Last date for submission of<br>pre-Bid queries                                      | Up to 05:00 p.m. on 02.01.2024. Queries<br>to be raised in the website<br><a href="https://tntenders.gov.in">https://tntenders.gov.in</a> . The replies to the<br>queries will be uploaded by 05:00 p.m. on<br>05.01.2024 in the website<br><a href="https://tntenders.gov.in">https://tntenders.gov.in</a> .  |
| 7) | Last date and time for<br>submission of Tender                                      | Up to 03:00 P.M. on 19.01.2024 through<br><a href="https://tntenders.gov.in">https://tntenders.gov.in</a> .  |
| 8) | Date of Opening of Technical<br>Bids (To ascertain the number<br>of bids received). | 3:30 P.M. on 19.01.2024.   |

|    |                            |   |
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| 9) | Tender Accepting Authority | The Chief Electoral Officer and<br>Principal Secretary to Government,<br>Public (Elections) Department,<br>Secretariat, Fort St. George,<br>Chennai-600 009, Tamil Nadu.<br>Contact Number: 044-2567 0390<br>e-mail : sec2.pelecd@tn.gov.in<br>Websites: <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> &<br><a href="https://elections.tn.gov.in">https://elections.tn.gov.in</a> |
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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>)

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

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|  | <p>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><b>2. Searching for tender document</b></p>  |
|  | <p>i. There are various search options built in the <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> 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 <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> 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</p> |

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|                             | <p>unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (<a href="https://tntenders.gov.in">https://tntenders.gov.in</a>)</p>  |
| <b>2. General</b>           | <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 <b>single supplier per region</b>, 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> |
| 2.1 Maximum Bids submitted  | A Bidder shall upload one Financial Bid (BOQ) only.  |
| 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  |
| <b>3. Clarification and</b> | i) Bidders may request a clarification in  |

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| <p><b>Amendment of RFP Document</b></p>       | <p>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 <a href="https://tntenders.gov.in">https://tntenders.gov.in</a></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>   |
| <p><b>4. Preparation of Financial bid</b></p> | <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 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 <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> 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. <b><i>Bidder shall not modify downloaded price bid template in any manner.</i></b> In case if the</p> |

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|                        | <p>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><b>5. Taxes</b></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 &amp; 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 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> |

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| <p><b>6. Earnest Money Deposit (EMD)</b></p>             | <p>i. Earnest money deposit of Rs.5.00 lakh shall be paid only online module through the <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>.<br/>The bids not accompanied with online Earnest Money Deposit will be rejected as 'Non-responsive tender.</p>   |
| <p><b>6.1 Forfeiture of EMD</b></p>                      | <p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <ul style="list-style-type: none"> <li>i. If the Bidder withdraws his bid during the validity period or any extension agreed by the Bidder thereof.</li> <li>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.</li> <li>iii. If the Bidder tries to influence the evaluation process.</li> <li>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).</li> </ul> |
| <p><b>7. Tender Fees</b></p>                             | <p>The tender documents can be downloaded from the websites <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> and <a href="https://elections.tn.gov.in">https://elections.tn.gov.in</a> at free of cost.</p>   |
| <p><b>8. Submission, Receipt and Opening of Bids</b></p> | <p>i) An authorized representative of the Bidders shall digitally sign the documents of the original Financial Bid before uploading on <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> website.</p>  |



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|  | <p>ii) For checklist of documents required for bid submission please refer Annexure II.</p> <p>iii) Bids shall be submitted online only at <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> not later 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>iv) The bidders are requested to select the region in the column H13 of the BOQ2 and proceed further.</p> |
| <p><b>9. Right to Accept/ Reject the Bid</b></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><b>10. Opening of Financial Bids</b></p>      | <p>i. The date &amp; 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><b>11. Disqualification</b></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>  |

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|                                    | <ul style="list-style-type: none"> <li>ii) Made misleading or false representations in the forms, uploading of forged documents, statements and attachments submitted as proof of the eligibility requirements;</li> <li>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;</li> <li>iv) Submitted an application that is not accompanied by required documentation non-responsive;</li> <li>v) Failed to provide clarifications related thereto, when sought;</li> <li>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</li> </ul> |
| <b>12. Award of Contract</b>       | <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>iii) The successful bidder have to supply the required materials and manpower as requested by the AROs/ROs/DEOs depending upon the requirements.</li> </ul>   |
| <b>13. Termination of Contract</b> | Notwithstanding the duration of the contract/ allocation of volume of work, the   |

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|  | <p>termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.</p>  |
| <p><b>14. Dispute Resolution during the Tender process</b></p> | <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" &amp; 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.      | The bidder should be a Proprietorship/ Partnership/ Pvt. Ltd. Company registered in India under the Companies Act/ Partnership Firm registered in India under the Partnership Act for the past three years. | Certificate of incorporation from MSME/DIC/Ministry of Corporate Affairs not later than 01.04.2020 should be submitted   |
| 2.      | Bidder should have an aggregate turnover of Rs.3.00 Crores in the last three audited financial years (2020-21, 2021-22 and 2022-23) with positive net worth in any two of the last three financial years.   | a) Copies of the audited balance sheet for the last 3 financial years (i.e., 2020-21, 2021-22 and 2022-23) should be submitted.<br>b) Certificate from the Chartered Accountant with positive net worth in the two financial years of last three financial years (i.e., 2020-21, 2021-22 and 2022-23) should be submitted. |
| 3.      | The bidders should have previous experience in  | Copies of the proceedings/work completion certificate should be  |

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|    | uploading the videos/ live web streaming of videos in a cloud environment.  | submitted.   |
| 4  | Bidder should have executed similar work for taking Videography in Elections/First Level Checking (FLC) and CCTV arrangements as per Election Commission of India norms for a minimum work order value of Rs.15.00 lakhs within the period of last three financial years. | Copy of the Work orders/Proceedings/G.O.s issued by the O/o the DEO/CEO for the completed work for the Videographing of Critical Events and CCTV arrangements for the value not less than Rs.15.00 lakh for the last three financial years (2020-21, 2021-22 and 2022-23) should be submitted. |
| 5. | The bidder should have adequate number of Cameras, well trained manpower and allied equipments.   | Should enclose details of the equipments possessed for the work and the well trained manpower list along with their mobile phone numbers should be furnished in the letter head of the bidder @ at least 5 numbers per AC with active mobile phone numbers.                                    |
| 6  | The bidder should have filed Income Tax returns for the last three financial years (2020-21, 2021-22 and 2022-23).  | i. Copy of the PAN card.<br>ii. IT Returns for the last three financial years (2020-21, 2021-22 and 2022-23).  |

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| 7  | The bidder should have sound financial resources like letter of credit worthiness from Bank.   | The letter of credit worthiness certificate from the scheduled commercial Bank and Bank facilities available for Rs.50 lakhs for a Region. |
| 8  | The Bidder should not have been black-listed/complaints by any Government / Quasi government agency during the past 3 years (even if the black-listing was subsequently withdrawn)   | Self-Declaration Certificate should be submitted   |
| 9  | The Bidder/videographers should not belongs to any political party and should not be known sympathizers or supporters or close relatives of any of the contesting candidates or any of the leaders of any political party or should not have been hired by any political party or contesting candidates. | Self-declaration/Undertaking should be submitted.  |
| 10 | The Bidder should have valid GST registration.   | i. The bidder should submit the Registration Certificate for Goods and Services Tax (GST).   |

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|     |   | <p>ii. GST Annual Return Form (Form-9) for all the two financial years. (i.e., 2020-21 and 2021-22)</p> <p>iii. GSTR- 3b for six months from April 2023 to September 2023.</p> |
| 11. | The Bidder should have registered office in Tamil Nadu with adequate facilities of cameras, CCTVs and accessories and technical manpower. | A certificate of self-declaration about where the office is located.   |

**Important Note**

- Bidders should ensure that they have uploaded all the required documents as specified in the Eligibility Criteria without fail. Bids received without supporting documents for any one or more is liable for rejection.

## **5. Scope of Work**

The Chief Electoral Officer, Tamil Nadu intends to appoint agencies (hereinafter referred as Bidders) to depute videographers (persons with a standard camera) in all the 39 Parliament Constituencies comprised in 234 Assembly constituencies of 38 Districts, along with the following teams;

- a) Election Expenditure Monitoring Teams like the Flying Squad Team (FST) 24 hours / Static Surveillance Team (SST) 24 hours, Video Surveillance Team (VST) 12 hours, etc. and for Videographing of Critical Events, Election Campaign, Election Expenditure Monitoring.
- b) Returning Officers for recording of the implementation of Model Code of Conduct (MCC) violations and at the time of filing of nomination.
- c) All the District Election Officers for recording of randomization process of polling personnel and EVM.
- d) CCTV / Webcam recording in front of strong room.
- e) Observers deputed by the ECI, during the General Election to Lok Sabha, 2024. Viz.,
  - i) RO office including nomination
  - ii) General Observer
  - iii) Police Observer
  - iv) Expenditure Observers
  - v) Assistant Expenditure Observers
  - vi) Principal AROs.



The Election Commission of India 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
- (ii) 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.

The ECI in their letter No.464/INST/2022/EPS, Dated:19.06.2023 has instructed the arrangements should be made by the DEOs for Videography/CCTV and Webcasting. The instructions w.r.t. Videography/CCTV is as follows:-

Videography and CCTV:

(i) Criteria:

- a) 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.
- b) Videography recording is not restricted to poll day but covers entire spectrum of critical poll processes.
- c) Video cameras may be used to capture still photography wherever so required.
- d) 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.

e) 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) 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.

(iii) 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.

(iv) 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.

**(v) 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 scaling 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.

**vi. 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.

**vii. 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 (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.

**(ECI letter No.464/INST/2022/EPS, Dated:19.06.2023)**

For the 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, the vendors has to make arrangements to view the event in a 42” TV in the DEO’s/RO’s/ARO’s room.

For the CCTV arrangements for the expenditure monitoring teams and at Check posts arrangements for normal CCTV coverage or 360° CCTV coverage shall be made, depending upon the instructions of the DEOs/ROs/Observers.

| <b>Sl. No.</b> | <b>Task</b>                   | <b>Scope of work</b>                      |
|----------------|-------------------------------|---|
| 1.             | <b>Flying squad</b> - 3 teams | The agency should depute videographers (3 |

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|    | <p>(to work round the clock with 3 persons on shift basis, for 24 hours, with one camera) per Assembly Constituency.</p> <p><b>The number of teams are not exhaustive and may vary.</b></p> | <p>persons with standard recording camera) and report to the team head.</p> <p>The agency/Bidder/videographer shall get an attendance certificate in the format prescribed and submit it to the 38 district Election Offices comprising in the state of Tamil Nadu after the election process is over.</p> <p>In addition to furnishing the CDs containing critical events videographed, within two hours to the AROs/ROs/DEOs/Nodal Officers/Observers, the successful bidders have to upload all the events taken by the videographer in the cloud server on the day itself. The uploaded videos shall be viewed by the Principal AROs/ ROs/ DEOs/Nodal Officers/Observers etc. (Videography by the FSTs and SSTs).</p> |
| 2. | <p><b>Static Surveillance Team</b> – 3 teams (to work round the clock with 3 persons on shift basis, for 24 hours, with one camera) per Assembly</p>  | <p>The agency should depute videographers (3 persons with standard recording camera) and report to the team head.</p> <p>The agency/Bidder/videographer shall get an attendance certificate in the format prescribed and submit it to the 38 district</p>   |

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|   | <p>Constituency.</p> <p><b>The number of teams are not exhaustive and may vary.</b></p>  | <p>Election Offices comprising in the state of Tamil Nadu after the election process is over.</p> <p>In addition to furnishing the CDs containing critical events videographed, within two hours to the AROs/ROs/DEOs/Nodal Officers/Observers, the successful bidders have to upload all the events taken by the videographer in the cloud server on the day itself. The uploaded videos shall be viewed by the AROs/ROs/DEOs/Observers etc. (Videography by the FSTs and SSTs).</p> |
| 3 | <p><b>Video Surveillance</b></p> <p><b>Team</b> - 1 number (to work 12 hour basis with one person, with one camera) per Assembly Constituency.</p> <p>Depending upon the necessity of the DEOs concerned.</p> <p><b>The number of teams are not exhaustive and may vary.</b></p> | <p>The agency should depute videographers (One person with standard recording camera for 12 hour basis) and report to the team head.</p> <p>The bidder should furnish CDs containing critical events videographed, within two hours to the AROs/ROs/DEOs/Nodal Officers/Observers</p> <p>The agency/Bidder/videographer shall get an attendance certificate in the format prescribed and submit it to the 38 district Election Offices comprising in the state of</p>                 |

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|    |   | Tamil Nadu after the election process is over.  |
| 4. | Returning Officers for recording of the implementation of Model Code of Conduct and nomination of candidates. | <p>The agency should depute videographers (One person with standard recording camera for 12 hour basis) and report to the team head.</p> <p>The agency/Bidder/videographer shall get an attendance certificate in the format prescribed and submit it to the 38 district Election Offices comprising in the state of Tamil Nadu after the election process is over.</p> |
| 5. | All the District Election Officers for recording randomization process of polling personnel and EVM.          | <p>The agency should depute videographers (One person with standard recording camera for 12 hour basis) and report to the team head.</p> <p>The agency/Bidder/videographer shall get an attendance certificate in the format prescribed and submit it to the 38 district Election Offices comprising in the state of Tamil Nadu after the election process is over.</p> |
| 6. | Observers deputed by the ECI, during the General Election to GELS, 2024. viz.,                                | The agency should depute videographers (One person with standard recording camera for 12 hour basis) and report to the concerned Observers.   |

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|    | <p>i)General Observer</p> <p>ii)Police Observer</p> <p>iii)Expenditure Observers</p> <p>iv)Assistant Expenditure Observers</p> <p>v) Principal AROs</p>  | <p>The agency/Bidder/videographer shall get an attendance certificate in the format prescribed and submit it to the 38 district Election Offices comprising in the state of Tamil Nadu after the election process is over.</p>   |
| 7. | <p>Necessary arrangement for videography of the proceedings at the address of absentee voters of senior citizen category (AVSC), absentee voters belonging to PwD category and absentee voters belonging to COVID 19 category. For this purpose a videographer should accompany the poll officers. The secrecy of voting is not to be violated while doing the videography.</p> <p><b><i>(ECI letter No.52/2021/SDR/VOL.I, dated 02.02.2021)</i></b></p> |  |
| 8. | <p>CCTV / Webcam recording in front of strong room.<br/>(On Day basis - Rental)</p>  | <p>After the conclusion of Polling activities, the counting centres have to be inspected by the concerned DEO, RO and Superintendent of Police. The CCTVs should be fixed in front of the strong room and as instructed by the concerned DEO, RO and Superintendent of Police. The fixing of CCTV should be completed in the earmarked locations before two or three days of the completion of the Polling process and the removal of CCTVs should</p> |

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|    |   | be completed after one or two days as ordered by the DEOs.   |
| 9. | Installation of 42” TV in the Nodal officer for MCMC.       | For strict monitoring of MCMC for recording of News channels for 24x7 in the Nodal officer for MCMC. The recordings of the news channels to be handed over to the Nodal officer for MCMC in the Hard Disk on daily basis.<br><br><b>(ECI letter No.491/Media Monitoring/2021/Communication/670, dated 12.02.2021)</b>  |
| 10 | Installation of 42” TV in the Counting centre control room. | After the polling are over all the election related materials including the EVMs/VVPATs should be hand over by the Zonal parties at the reception of the counting centre. After stored the election materials in the strong CCTV arrangements will be made as per the instructions of the DEOs/ROs/ Principal AROs. For monitoring the CCTV recordings. Manpower should be deployed by the vendor in three shifts (24x7). At any cost there is no interruption of power break or repair of TV for the recordings. After the recordings the videos should be copied and |



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|  |  | handed over to the ROs/AROs/DEOs in a Hard Disk. |
| <p>** The vendors should furnishing the CDs of containing of such critical events videographed, which will serve as relevant pieces of evidence within two hours to the AROs/ ROs/DEOs/Nodal Officers/Observers.</p> |  |  |
| <p>** The vendors should furnishing the additional requirements of videographers/ equipments within one hour as desired by the AROs/ ROs/DEOs/Nodal Officers/Observers.</p>  |  |  |

As per the ECIs letter No.464/INST/2019, Dated 05.04.2019 there will be no webcasting of the process of counting of votes. Hence the vendor should videograph the counting process in the off line mode only.

The vendor should take videograph while the election materials are distributed to the Zonal Parties and while the Zonal parties return the same at the reception centre in the counting locations.

The Postal Ballots to the Polling Duty personnel should be handed over to the ROs by the Postal Ballot Nodal officer. In turn the ROs should distribute to the Polling duty personnel. Both the activities should be videographed by the vendor.

All the vendors should abide by the instructions of the DEOs.

The successful bidder should appoint a co-ordinator in the O/o the DEOs and in the O/o the ROs.

Footage videos captured by the FSTs/SSTs/VSTs etc. should be handed over to the ROs/AROs/DEOs etc. daily in the CDs/DVDs.

All the captured videos of the FSTs/SSTs/VSTs etc. should be copied in Hard Disk and handed over to the ROs/AROs/DEOs during the entire period of conduct of elections.

During the conduct of elections, if the DEOs assigns other than the work mentioned in the Tender Document that should be videographed by the vendor.

Some of the important ECI instructions is given below briefly for the adherence of the bidders. The below mentioned instructions are exhaustive only. The bidders are requested to acquaint their selves all the instructions issued by the ECI related to this Tender from time to time. They are as follows:

The Photography by the digital cameras will first cover those polling stations where no CPMF party is deployed (based on assessment of sensitivity done by DEO in consultation with the observers) and if cameras are still available at those polling stations, where CPMF parties have been deployed. In all polling stations, where digital photography is being done, face of all electors coming to cast vote shall be captured in such sequence as they are entered and appear in Form-17-A, i.e. Register of Electors. The photographs of voters shall be taken immediately after an entry has been made in Form-17A.

***(ECI letter No.464/INST/2005-PLN-I, dated 15.10.2005)***

All critical events relating to the conduct of elections, by the election authorities as well as the election campaign conducted by candidates and their political parties should be videographed. Instructions have also been issued that the Observers of the Commission shall also get the events videographed, which they consider as having important bearing on the conduct of elections. In particular, the Commission has instructed that the Observers and other officers concerned with the conduct of elections should keep a watch on code of conduct including election expenses of the candidates and political parties and have the public meetings, speeches and processions of important leaders videographed, so as to serve as evidence in any examination by the Commission. Following items should be considered for special watch and videography:-

- Meeting addressed/attended by Ministers, top National /State level leaders of recognized parties.
- Riots or riotous situations or commotions brick batting, free-for-all etc.
- Violent incidents, damaging of property, looting, arson, brandishing of arms etc.
- Booth capturing
- Intimation of voters
- Inducement / bribing of voters by distribution of items like saree, dhoti, blankets etc.
- Canvassing within 100 metres of polling station.

- Vulgar display of expenditure like huge cut outs etc.
- Movement and activities of candidates with doubtful/ criminal records
- Hypersensitive & sensitive polling stations
- Important events such as nomination, scrutiny and withdrawal of candidatures
- Preparation of EVMs by ROs
- Closure of strong room after deposit of EVMs therein
- Opening of strong rooms before taking out the EVMs for counting
- Counting process.

Photography may now be carried inside the polling stations to photograph electors and cover poll proceedings without compromising the secrecy of voting. For such Photography, arrangements will be made by the respective District Election Officer in consultation with the Chief Electoral Officer.

Each and every CDs/DVDs produced in compliance with the orders of the Commission shall form a part of the record of the concerned election and stored as such with due precautions for its safety until it is weeded out with the prior written approval of the Commission and the manner prescribed, as in the case of other records of the election.

All such video cassettes will be in the custody of the DEO as in the case of all other election related records.

Each videotape shall be indexed with a uniform code number in the following standard formulation:  
State/District/AC/Date of recording/ Gist of event videographed.

***(ECI letter No. 447/2007-PLN-IV, Dated: 17.01.2007)***

The CDs/DVDs of such critical events videographed will serve as relevant pieces of evidence, if any, if the rival candidates or political parties wish to raise the question of any irregularity in the course of an election campaign before an appropriate authority. The Commission desires that at the time of elections, adequate publicity may be given through all media of mass communication that the CDs/DVDs of all critical events recorded by the election authorities would be available to anyone who intends to obtain a copy of the same, on payment of Rs.100/- (per CD) and the actual cost of copying as may be locally applicable. All such CDs should be very carefully preserved with appropriate labelling for easy retrieval, whenever needed by the Commission or other election authorities, or for sale to the interested persons. According to the Commission's instructions, a certified print of the CD shall be given to any person who is having tangible interest in the CD and explicitly expresses his willingness for this by applying for the same.

***(ECI letter No. 4/2008/SDR, Dated : 29.01.2009)***

**Video Surveillance Team (VST): (12 hour basis in 2 Shifts)**

One or more Video Surveillance Teams shall be deployed for each Assembly Constituency/Segment consisting of minimum one official and one videographer for videography the public meetings. If necessary, more number of teams may be deployed on the recommendation of Expenditure Observer. The Assistant Expenditure Observer shall personally supervise videography of sensitive events and big public rallies in the constituency. If more

than one public rally is organized on the same day, more than one video teams shall be deployed to record the procession and the rally.

**Flying Squad (FS): (24 hour (on day) basis in 3 Shifts)**

There shall be three or more dedicated Flying Squads under each Assembly Constituency/Segment for tracking illegal cash transactions or any distribution of liquor or any other items suspected of being used or bribing the voters.

**Static Surveillance Team (SST): (24 hour (on day) basis in 3 Shifts)**

There shall be three or more Surveillance Teams under each Assembly Constituency with one Magistrate and three or four police personnel in each team. This team shall put up check posts and keep watch on movement of large quantities of cash, illegal liquor, any suspicious item or arms being carried in their area.

**(ECI letter No. 76/Instructions/EEPS/2015/Vol-II, Dated: 29.05.2015)**

| <b>Item No</b> | <b>Description</b>  |
|----------------|---|
| 1.             | Charges for Videographing for 24 hours, with two or three videographers on shift basis (FST & SST)<br>(Including CD/DVD)                  |
| 2.             | Charges for Videographing for 12 hours (VST, Observer & critical events like nomination, campaign, model code etc.)<br>(Including CD/DVD) |

|    |   |
|----|---|
| 3. | Charges for 360° CCTV coverage inside the room and at the exit gate of the room or any other places as directed by DEO/CEO for recording (Including DVR) the process of nomination, scrutiny, withdrawal and allotment of symbol or any other item of works directed by DEOs/CEO. |
| 4. | Rental Charges for CCTV put in front of the strong room (Assembly level), counting centre, Check post, on day basis (24 Hours). (Including Installation charges, Connectors, Laying Cables CAT 6, Monitors, HDMI Extender Cable, DVR/NVR, Manpower @ 24X7-shift basis etc.)       |
| 5. | Rental Charges for Set Top Box with 42” LED TV for strict monitoring of MCMC for recording (including Digital Video Recorder) of News channels for 24x7 in the O/o the DEOs/CEO per day and per channel basis. (Including Manpower)   |
| 6. | Hard Disks 4 TB   |
| 7. | Hard Disks 8 TB   |
| 8. | Rental charges for 2KVA Inverter with Battery for Strong room, counting centre and Checkposts etc (On day basis).   |
| 9. | Rental Charges for 42” LED TV as per the requirement of the DEOs, ROs (On day basis).   |

( # All the above lists are indicative only. In addition to the above, the vendors may increase or decrease the number of above items as requested by the AROs/ROs/DEOs depending upon their requirements. Any further instructions/directions received from the ECI w.r.t. the GELS,2024 and which is not covered in the Scope of Work will be informed to the ROs/DEOs from time to time w.r.t. Videography and Expenditure Monitoring. The vendors should adhere to the instructions of the ROs/DEOs. If any additional financial implications incurred will be sanctioned based on the recommendations of the DEOs.)

**5.4. Regions** - The state of Tamil Nadu has divided as 19 regions for the Videographing of Critical Events and Election Expenditure Monitoring, etc., during GELS,2024. The Regions and the districts comprised in each Regions are listed below:-

| Sl. No | Region          | Name of the District |
|--------|-----------------|----------------------|
| 1.     | Chennai         | Chennai              |
| 2.     | Thiruvallur     | Thiruvallur          |
|        |                 | Ranipet              |
| 3      | Kanchipuram     | Kanchipuram          |
|        |                 | Chengalpattu         |
| 4      | Vellore         | Vellore              |
|        |                 | Tirupathur           |
| 5      | Krishnagiri     | Dharmapuri           |
|        |                 | Krishnagiri          |
|        |                 | Kallakurichi         |
| 6.     | Tiruvannamalai  | Tiruvannamalai       |
|        |                 | Villupuram           |
| 7      | Cuddalore       | Cuddalore            |
| 8      | Tiruchirappalli | Tiruchirappalli      |
|        |                 | Perambalur           |
| 9      | Nagappattinam   | Nagappattinam        |
|        |                 | Mayiladuthurai       |
|        |                 | Tiruvarur            |
| 10     | Thanjavur       | Thanjavur            |
| 11     | Pudukkottai     | Pudukkottai          |
|        |                 | Ariyalur             |
| 12     | Salem           | Salem                |
| 13     | Erode           | Erode                |
|        |                 | Namakkal             |
| 14     | Tiruppur        | Tiruppur             |
|        |                 | Karur                |



|    |                |                |
|----|----------------|----------------|
| 15 | Coimbatore     | Coimbatore     |
|    |                | The Nilgris    |
| 16 | Madurai        | Madurai        |
|    |                | Theni          |
|    |                | Dindigul       |
| 17 | Virudhunagar   | Virudhunagar   |
|    |                | Tenkasi        |
| 18 | Ramanathapuram | Ramanathapuram |
|    |                | Sivaganga      |
|    |                | Thoothukkudi   |
| 19 | Tirunelveli    | Tirunelveli    |
|    |                | Kanniyakumari  |

**5.5 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.5,00,000/- (Rupees Five 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 withdraws or modifies its bid after the opening of bids;
  2. when the bidder does not execute the agreement, if any, after

placement of supply/ work order within the specified period;

3. 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;

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

5. 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.

6. If the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].

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 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 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 any of the documents 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. 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 phone number and the registered e-Mail ID. The Financial Bids will be opened in the presence of the technically qualified Bidders who choose to be present by the Tender Evaluation Committee.

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.

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

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

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. Performance Security

In the written intimation of acceptance of its Bid sent to the successful bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Security Deposit, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Letter of Acceptance (LOA) or LOI shall constitute a binding

contract until a formal contract is executed.

6.5.6. 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 any region is not covered/left out by the bidders after the evaluation of Commercial bids, the CEO reserves the right to allot the region(s) from the technically qualified vendors and who accepts L1 rate for all the items indicated in BoQ2 for accomplish the task.
- If the vendor's work capacity is below par to the level of expectancy, CEO reserves the right to re-allot the work to any other agency on the request of the DEOs.
- The Chief Electoral Officer reserves its right to withhold payment of amount for the deficiency/delay in the service based on the reports received from the DEOs concerned.

6.5.7 Negotiations

Negotiations will be conducted with L1 Bidder for all the Regions, 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 for Videographing of Critical Events and Election Expenditure Monitoring, etc., during GELS,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 02.01.2024. The replies to the queries will be uploaded in <https://tntenders.gov.in> by 05:00 P.M. on 05.01.2024.

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 Security Deposit

7.4.1 The successful Bidder will be required to remit Security Deposit not exceeding five percent (5%) of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of bank Guarantee. The security deposit will be remitted



@ Rs.40,000/- per Assembly Constituencies comprised in the Zones, by the way of submitting Bank Guarantee for the validity period of one year.

7.4.2 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.

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

7.4.4 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.

7.4.5 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.

#### 7.5 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.

#### 7.6 Agreement

7.6.1 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-III 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.

7.6.2 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.

#### 7.7 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.

#### 7.8 Penalty and Termination for Non-fulfillment of contract

7.8.1 Penalty will be levied, based on the proposal of the DEOs concerned on the delay in delivery of particular work. This may be recovered by deduction from payments due to the Agency or otherwise. If the payments already made to the vendor the penalty will be deducted in the Security Deposit.

#### 7.9 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.

#### 7.10 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:

- i) Signing of Contract (as per Annexure-II).
- ii) Signing of Non-Disclosure Agreement as per Annexure -IV.
- iii) Submission of an irrevocable Bank Guarantee as of specified to the Client in the format (as per Annexure-III).

The payment will be made as per the following procedures:

The completion of the Videographing of Critical Events and Election Expenditure Monitoring, etc., during GELS, 2024 as per the Proceedings of the AROs/ROs/DEOs. Based on the proceedings, a working sheet should be prepared by the DRO (Elections)/ Personal Assistant to Collector (Elections)/ Tahsildhar (Elections) in this regard. The working sheet should be countersigned by the District Election Officers. After the receipt of the proposal, the Public (Elections-II) Department will release the payment to the vendors concerned, after due scrutiny of the records through ECS.

No advance Payment will be made.

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

2. The time limit for finalizing the work would be given by the respective AROs/ROs/DEOs while allotting the work.

## **9. Service Level Agreement**

The vendor should provide the videographers along with the standard camera as and when required by the ARO/RO/DEO immediately. If the services of the videographer and the camera is not available with or without the required standard at the time of requirement the penalty will be levied at 2.5% for the first thirty (30) minutes, 5% for the next thirty (30) minutes, 7.5% for the next fifteen (15) minutes and 10% for the next fifteen (15) minutes. The maximum penalty will be levied is 10%. The recommendation of the DEOs on the delayed in service/deficiency of service will be accepted by the O/o the CEO.

Final bills will be settled after adjusting the penalties levied to the vendor, as recommended by the DEOs.

## **Financial Bid (BOQ)**

### **(Bid Document for "Videographing of Critical events etc.")**

e-Tender for Videographing of Critical Events and Election Expenditure  
Monitoring, etc., during GELS, 2024.

#### **Financial Bid for Region (To be entered in the BoQ)**

| <b>Item<br/>No<br/>(1)</b> | <b>Description<br/>(2)</b>  | <b>Unit<br/>Rate<br/>(3)</b> | <b>Weightage<br/>in %<br/>(4)</b> |
|----------------------------|---|------------------------------|-----------------------------------|
| 1.                         | Charges for Videographing for 24 hours, with two or three videographers on shift basis (FST & SST)<br>(Including CD/DVD)  |                              | 20                                |
| 2.                         | Charges for Videographing for 12 hours (VST, Observer & critical events like nomination, campaign, model code etc.)<br>(Including CD/DVD)   |                              | 5                                 |
| 3.                         | Charges for 360° CCTV coverage inside the room and at the exit gate of the room or any other places as directed by DEO/CEO for recording (Including DVR) the process of nomination, scrutiny, withdrawal and allotment of symbol or any other item of works directed by DEOs/CEO. |                              | 15                                |
| 4.                         | Rental Charges for CCTV put in front of the strong room (Assembly level), counting centre, Check post, on day basis (24 Hours). (Including Installation charges, Connectors, Laying Cables CAT 6, Monitors, HDMI Extender Cable, DVR/NVR, Manpower @ 24X7-shift basis etc.)       |                              | 44                                |

|                    |  |  |            |
|--------------------|--|--|------------|
| 5.                 | Rental Charges for Set Top Box with 42” LED TV for strict monitoring of MCMC for recording (including Digital Video Recorder) of News channels for 24x7 in the O/o the DEOs/CEOs per day and per channel basis. (Including Manpower) |  | 5          |
| 6.                 | Hard Disks 4 TB  |  | 1          |
| 7.                 | Hard Disks 8 TB  |  | 1          |
| 8.                 | Rental charges for 2KVA Inverter with Battery for Strong room, counting centre and Check posts etc. (On day basis).  |  | 1          |
| 9.                 | Rental Charges for 42” LED TV as per the requirement of the DEOs, ROs (On day basis).  |  | 8          |
| <b>Grand Total</b> |  |  | <b>100</b> |

**Note:**

**1. The bidders are requested not to include GST or any other tax levied by Central/State Governments, which would be paid additionally by the client as per applicable rates.**

**2. The bidders are requested to select the region in the column H13 of BoQ2.**

**3. The bidders are requested to fill all the columns without fail; otherwise the bid will be summarily rejected.**

**4. For calculating the L1 value up to two decimal places of the total value of BA23 of BoQ2 will be considered.**

## ANNEXURE-I

### Checklist for Technical Proposal

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

**Region opted for:** \_\_\_\_\_

| No       | Particulars   | Document Submitted (Yes/No) |
|----------|---|-----------------------------|
| <b>1</b> | <b>Eligibility related documents</b>  |                             |
| 1        | Tender document along with the reply to the queries uploaded, the corrigendum issued if any, should be signed on all pages and uploaded. In addition to this, a Letter of Authorisation should be attached.   |                             |
| 2        | Certificate of incorporation from MSME/DIC/Ministry of Corporate Affairs not later than 01.04.2020.   |                             |
| 3        | Balance sheet from the Chartered accountant for the last 3 financial years (i.e., 2020-21, 2021-22 and 2022-23).  |                             |
| 4        | Certificate from the Chartered Accountant with positive net worth in the two financial years of last three financial years (2020-21, 2021-22 and 2022-23).  |                             |
| 5        | Copies of the proceedings/work completion certificate for having experience in uploading the videos/ web streaming of videos in a cloud environment.  |                             |
| 6        | Copy of the Work orders/Proceedings/G.O.s issued by the O/o the DEO/CEO for the completed work for the Videographing of Critical Events/ CCTV arrangements for a value not less than Rs.15.00 lakh for the last three financial years (2020-21, 2021-22 and 2022-23). |                             |



|    |   |  |
|----|---|--|
| 7  | Details of the equipments possessed for the work and the well trained manpower list along with their mobile phone numbers should be furnished. (@ 5 nos. of trained manpower list per AC comprised in the region along with active mobile phone number.)  |  |
| 8  | Copy of the PAN Card and Income Tax returns for the three financial years (2020-21, 2021-22 and 2022-23).   |  |
| 9  | The letter of credit worthiness certificate from Bank and Bank facilities available for Rs.50.00 lakhs for a region.  |  |
| 10 | Self-Declaration / undertaking for not blacklisted by any of the Government Departments/ PSUs/Local Bodies during the past three years.   |  |
| 11 | Self-Declaration/Undertaking by the Bidder/ videographers declaring that they do not belong to any political party and are not known sympathizers or supporters or close relatives of any of the contesting candidates or any of the leaders of any political party and should not have been hired by any political party or contesting candidates. |  |
| 12 | GST registration Certificate. GST Returns for the two financial years (2020-21, 2021-22) (GSTR 9) and GSTR 3B for six months from April 2023 to September 2023.   |  |

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

Date:

Place:

**ANNEXURE-II**  
**FORM OF CONTRACT**

(To be executed by the Bidders who have been awarded the contract)

This Contract entered into this..... day of ..... at Chennai between the Chief Electoral Officer and the Principal Secretary, Public (Elections-II) Department, Secretariat, Chennai-9, (herein referred as the **Department** - which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and the service provider (hereinafter referred to as '**The Agency**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

2. Whereas the Public (Elections-II) Department / O/o the CEO invited tenders for Videographing of Critical Events and Election Expenditure Monitoring, etc., during GELS,2024 in accordance with the guidelines and instructions of the ECI.

Whereas the Department and the Agency, in pursuance thereof, have arrived at the following terms and conditions:

1. **Period of Contract** - This Contract shall remain in force during the Contract period of one year commencing from the date of the signing of this Contract. But in the event of any breach of terms and conditions of the contract at any time on the part of the Agency, the Contract shall be terminable by the Department without any compensation to the Agency and also at the risk and cost of the Agency.

2. **Conformity to Instructions / Guidelines and Schedule**

2.1. The Agency agrees to carry out the activities of Videographing of Critical Events and Election Expenditure Monitoring, etc., during

GELS,2024 in accordance with the guidelines/ instructions and the schedule laid down by the ECI within the period communicated by the CEO / DEOs.

2.2. The period is liable to be shortened or extended by the CEO / DEOs according to the monsoon and climatic conditions or other exigencies and the Agency shall adhere to the schedule strictly.

**3. Rates, Advance Payment and Security Deposit, etc.**

3.1. The Agency shall carry out the activities of Videographing of Critical Events and Election Expenditure Monitoring, etc., during GELS,2024 at the rates settled for the different activities for the Regions as set out in the annexure to this contract which will form the part of this Contract. These rates are firm and are not subject to enhancement on any ground, during the contract period. The Agency shall not claim in any manner increased payment either on account of increase in the cost of materials or labor or any other account during the said period.

3.2. The rate for the contract as detailed in this contract includes Goods and Services Tax (GST), Freight, Insurance, Installation, Transportation and Commissioning Charges and such other levies that may be applicable from time to time.

3.3. The Agency shall organize a separate working capital for this project.

3.4. No advance payment will be made to the Agency.

3.5. The Agency shall remit a Security Deposit not exceeding five percent (5%) of the total accepted tender value within seven days from the date of intimation. The security deposit will be remitted @ Rs.40,000/-

per Assembly Constituencies comprised in the Zones, by the way of  
67 Bidder's Signature and Seal

submitting Bank Guarantee for the validity period of one year. The Security Deposit furnished by the Agency shall be returned on termination of contract period subject to the specification of the Client.

#### 4. **Equipments**

4.1. The equipments and accessories deployed / used by the Agency shall comply with specifications given in the tender document. The Agency shall maintain the equipments in good condition throughout the duration of the work irrespective of the fact whether these have been manufactured by the Agency or not.

4.2. The maintenance, service, replacement, reloading of the system, minor repairs or major replacement etc. shall be the responsibility of the Agency.

4.3. The Agency shall take an All Risk Policy from Insurance Company at their own cost against any risk like fire, theft, etc. to the Computer Systems, peripherals and other available related infrastructure of the Agency at any location.

#### 5. **Manpower**

5.1. The bio-data of all the persons employed by the Agency shall be made available to the respective DEO(s) for reference.

5.2. The Agency shall furnish to the CEO and the DEOs concerned specifically the details including their qualification and experience of the senior level officers entrusted with the management of the project and for interaction with the CEO's office / DEOs for policy and operational decisions.

5.3. The manpower employed by the Agency will have no right in any

manner to claim any benefits / rights with the Department.

5.4. Boarding, lodging, incidental expenses, medical expenses, etc. for the Agency's manpower shall be borne by the Agency.

5.5. The Agency shall extend Group Insurance to all the persons of the Agency working in the field. The Department will not be liable for any risks including riots, theft, damage due to law and order, floods, accidents, etc. under any circumstances.

## **6. Deliverables**

6.1. The goods or materials as contained in the tender document shall be supplied by the Agency in such quantities or numbers and at the place as may be specified by the CEO / DEOs without any extra cost.

6.2. The Agency agrees that all goods or materials to be supplied under this contract shall be of the quality and sort specified in the tender document.

6.3. The guarantee will cover all the materials and goods supplied by the Agency under this contract irrespective of the fact whether these have been manufactured by the Agency or not. If there is any defect in any item, the same will be rectified or replaced free of cost by the Agency, within the time limits framed by the CEO/DEOs.

## **7. Penal clauses**

7.1. Penalty will be levied, based on the proposal of the DEOs concerned on the delay in a particular work as per the Service Level Agreement. This may be recovered by deduction from payments due to the Agency or otherwise. If the payments already made to the vendor the penalty will be deducted in the Security Deposit.

7.2. During inspection or on review of progress by the CEO / DEO or on a report/ complaint from subordinate staff or others, if it is found that:

7.3. The Agency does not possess adequate facilities and has not provided the necessary infrastructure (equipment, manpower etc.) or there is delay in deployment to execute the work within the stipulated period or if the equipments deployed are of inferior quality and manpower inadequate or not well trained/ skilled to produce quality output as per the tender specifications,

7.4. If the work is not executed as per specifications,

7.5. If any wrong claim is preferred for payment.

7.6. If there is failure to comply with or there is a breach of any of the terms and conditions set out in the guidelines/ specifications of the ECI or the CEO issued from time to time.

The Department reserves the right, without prejudice to the action for imposition of penalty set out in the previous clause, to take such measures as are considered necessary to ensure that the programme is not affected and recover the additional cost/ liability from the Agency as per the Government norms. The measures may include forfeiture of Security Deposit and termination of the entire or part of the unfinished work. In such an event, the Agency will not be entitled to any payment or compensation and damages for the work done. Besides, such performance may entail action for blacklisting of the Agency, both for election work and also for all Government works. The blacklisting would not be limited to the Agency itself but for all entities, existing or to be setup in future, by the owners or top managers of the Agency.

8. **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.

9. **Mode of Communication and Service of Notice**

9.1. Unless otherwise provided in the Contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Agency to the Department at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent shall be deemed to be sufficiently served.

9.2. Any notice to the Agency if given or left in writing at their usual or last known place of abode or business shall be deemed to be duly given.

10. **Arbitration** - In case of any dispute, claims and differences arising out of or in connection with this, the matter will be referred to an

Arbitrator mutually agreeable to both parties who will be the Arbitrator and his decision will be final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Chennai.

11. **Indemnity** - The Agency herein shall indemnify the Department and keep always indemnified to the Department for any loss, damage, expense, costs etc., which the Department may have to incur by reason of any omission/commission, in this regard by the Agency.

## 12. **Miscellaneous**

12.1. The Agency shall familiarize with all terms, process, conditions, specifications and other details of the work order and shall not ignore any of those as excuse in case of complaint against rejection of images or materials.

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

12.3. The relevant Government Orders, guidelines / instructions of the ECI, CEO on tender notice and tender documents along with the enclosures, the detailed final offer of the Agency and the letter of acceptance of the tender will form part of this contract. Wherever the offer conditions furnished by the Agency are at variance with conditions of this contract or conditions stipulated in the tender document, the latter should prevail over the offer conditions furnished by the Agency.

12.4. The Chief Electoral Officer has power to amend or annul any



conditions of this Agreement if it is against the interest of the Department or might likely to cause pecuniary loss to the Government or in case of subsequent changes made by the ECI in the guidelines / specifications.

12.5. This contract is subject to the jurisdiction of courts at Chennai only.

For and on behalf of

DEPARTMENT

AGENCY

Witness: 1

Witness: 2

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

**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 Chief Electoral Officer, Public (Elections) Department, Govt. of 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 “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 this day ..... of (to be filled) 2023 .....at .....(to be filled)

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

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:

Name:

Signature:

Place/Date:

Name:

Signature:



भारत निर्वाचन आयोग  
**ELECTION COMMISSION OF INDIA**

Tel. No. 011-23052144  
Fax 011-23052001  
Website: [www.eci.gov.in](http://www.eci.gov.in)  
No.464/INST/2022/EPS

निर्वाचन सदन  
अशोक रोड, नई दिल्ली-110001  
Nirvachan Sadan  
Ashoka Road, New Delhi-110001  
Dated:19<sup>th</sup> 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.



- 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 11<sup>th</sup> 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.

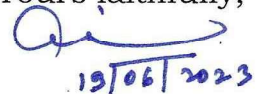
(h) On expiry of the prescribed period of 45 days or 8 months, as the case may be, it should be ascertained whether any election petition or any other petition/complaint etc. has been filed in respect of the election concerned or pertaining to electoral offence etc., in which video recording could be 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,



**(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.   |

