

	<p>Public (Elections) Department</p>
	<p>Tender for Live Web Streaming on the day of Polling and Recording on the day of Counting for General Elections to TNLA, 2021</p> <p>Tender Document</p>
	<p>Chief Electoral Officer Public (Elections) Department 1st Floor, Main Building, Secretariat, Chennai-60009 Phone: +91-44-25665327 Email: sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in</p>

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Importance Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (Website link [http://cms.tn.gov.in/sites/default/files/acts/TNTIT act Rules Amended upto June 2018.pdf](http://cms.tn.gov.in/sites/default/files/acts/TNTIT_act_Rules_Amended_upto_June_2018.pdf)) as amended from time to time.

Acronyms used in the Document

BG	Bank Guarantee
CC	Counting Centre
CP	Counting Process
CEO	Chief Electoral Officer
DD	Demand Draft
ECI	Election Commission of India
EMD	Earnest Money Deposit
HD	High Definition
INR	Indian Rupees
IT	Information Technology
IP	Internet protocol
LD	Liquidated Damage
LOA	Letter Of Acceptance
LOI	Letter of Indent
PS	Polling Stations
RO	Returning Officer
SD	Security Deposit
SPOC	Single Point of Contact
GST	Goods and Services Tax
TDS	Tax Deduction at Source
TNLA 2021	Tamil Nadu Legislative Assembly 2021

Know Your Rights

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

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

Joint Chief Electoral Officer
Public (Elections) Department

Letter of Undertaking

To

The Chief Electoral Officer.
Public (Elections) Department.
1st Floor, Main Building, Secretariat,
Chennai-600009.

Sir,

Sub: Undertaking for participating in Election Department's Tender for Web Streaming for General Elections to TNLA, 2021- Reg.

Ref: Tender No.3/761/2021, dated.10.02.2021

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

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

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

I/ We ----- certify that no refurbished components are used for the Provision for Web Streaming for General Elections to TNLA, 2021.The tendered items to be delivered under this contract are certified as genuine and valid.

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

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

Yours faithfully
for _____
Name, Signature
Designation
Seal

Note:

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

1. Preamble

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

In view of the utility of live – recording established for monitoring of Poll in the Polling Stations, the Election Department has proposed that live Web-Streaming of poll proceedings may be taken up in 50% of the total polling stations (40,000 polling stations approximately) and also local viewing through the wired connectivity in counting centres 69(tentative) in the Districts, covering 234 Assembly Constituencies, in which 4G/3G connectivity is feasible as per the survey done by either BSNL /Airtel / Vodafone/Jio or any other reliable Service Provider for the ensuing General Elections to TNLA 2021as directed by the Election Commission of India. The actual number of Polling Stations in which the web streaming to be taken up will be arrived based on the feasibility of 4G/3G connectivity available in the Polling Stations.

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

this Constitutional duty by the Chief Electoral Officers (CEO) of respective states. The Chief Electoral Officer carry out instructions of the Commission and ensure free and fair elections in the state.

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

In view of the above, Elections Department invites bids from the suitable bidders for the Tender towards the Web Streaming for General Elections toTNLA, 2021 as per the Technical specification and terms & conditions as given in this Tender document. The Successful Bidder of this tender shall be required to work closely with the Officials of Election Department (the Client) concerned to complete the work required, up to their satisfaction.

Definitions used in the Tender Document:

1.	Agreement	Means the document signed by the Authority Public (Elections) Department and the Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract
2.	Bid	Means the complete bidding document submitted by the Bidder to the Authority Public (Elections) Department and shall include any corrections, addenda and modifications made therein In accordance with the terms and conditions of tender.
3.	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
4.	Day	A day means a calendar day
5.	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
6.	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by Public (Elections) Department
7.	Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
8.	Payment	Means the amount payable by Public (Elections) Department based on the tendered items as per the agreement.
9.	Period	Means entire term of the Contract
10.	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
11.	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process
12.	GST	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or before 1.1.2018) and also submit GSTR-3b for the last 6 months (from July 20 to Dec. 20).

2. Tender Schedule

Public (Elections-II) Department

1.	Tender inviting Authority, Designation and Address	The Joint Chief Electoral Officer Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai-600009. Phone: +91-44-25665327 Email: sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in
2.	A) Name of the Work	Tender for Web Streaming for General Elections to TNLA, 2021
	B) Tender reference	Tender Ref.No.3/761/2021, dated. 10/02/2021
	C) Installation	At the Customer premises of Polling Stations and Counting Centres throughout the State of Tamil Nadu
3.	Tender documents available place	Tender documents can be downloaded free of cost from https://www.tenders.tn.gov.in and https://www.elections.tn.gov.in/
4.	Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of Chief Electoral Officer, Public (Elections) Department and payable at Chennai only.
5.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted MANUALLY. Stage-1 – Technical Bid, Stage- 2 – Price Bid. Tenders received after the due date and time will be summarily rejected.
6.	Last date for submission of pre-bid queries	Queries from the Companies/Agencies should be sent to the e-mail ID sec2.pelecd@tn.gov.in by 05:00 P.M. on 18.02.2021. The reply of the queries of the Companies/Agencies shall be uploaded by this Department by 05:00 P.M on 22.02.2021.
7.	Due Date, Time and	3.00P.M. on 02/03/2021

	Place of submission of Tender	Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai-600009.
8.	Date, Time and Place of Initial scrutiny of the Technical Bids	3.30 P.M. on 02/03/2021 Video Conference Hall, Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai-600009.
9.	Date, Time and Place of Technical Demonstration and opening of Price Bids	Will be intimated only to the Technically Qualified Bidders
10.	Bid validity	180 days liable to be extended as per the request of Public (Elections) Department.
11	Tender Accepting Authority, Designation and Address	The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department , 1st Floor, Main Building, Secretariat, Chennai-600 009. Phone: +91-44-25670390 Email:sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid. Relaxation in submission of the documentary proof has been given ONLY to the existing suppliers and such relaxation from submission of documents is applicable wherever they are eligible to avail.
- b) It will be imperative for each Bidder(s) to familiarise himself/ themselves with the prevailing legal situations for the execution of contract. Public (Elections) Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by Public (Elections) Department. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.
- d) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost

in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

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

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify Public (Elections) Department by letter or by Fax or by E-mail as per the Format prescribed in **Appendix – 3** to sec2.pelecd@tn.gov.in. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact with sec2.pelecd@tn.gov.in to register your e-mail id.

3.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Public (Elections) Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications will be offered by Public (Elections) Department within 48 hours prior to the due date and time for opening of the

Tender.

- c) Before the closing of the Tender, Public (Elections) Department may amend the Tender document as per requirements or wherever Public (Elections) Department feels that such amendments are absolutely necessary.
- d) Amendments also may be given in response to the queries by the prospective Bidders.
- e) Such amendments will be notified in the websites mentioned in the tender schedule.
- f) The Public (Elections) Department at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) The Public (Elections) Department is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

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

3.5 Bid Currency

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

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and

unauthorised contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

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

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

4. Eligibility Criteria

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

Sl. No.	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1.	<p>Bidder should be a Company registered in India under the Companies Act 1956.</p> <p>Bidder should have been in the Information Technology/ICT enabled services/ Telecommunication business /Video Recording Services/Internet Service Provider for 5 Years as on 31/12/2020</p>	<p>a) Copy of the Certificate of incorporation should be submitted.</p> <p>b) Copy of the work order dated on or before 01.01.2016 obtained from the customer or agreement signed dated on or before 01.01.2016 with the customer for any IT Services should be submitted.</p>
2.	<p><u>In case of Consortium of Bidders:</u></p> <p>a) Consortium of Bidders is allowed with maximum of three partners.</p> <p>b) One of the partners shall be designated as Prime Bidder and such partner shall be a</p>	<p>a) All the Consortium partners individually should submit the Certificate of Incorporation.</p> <p>b) A Consortium Agreement shall be entered among the partners and the language shall be in</p>

	<p>Registered Company in India and existing for the past 5 years as on 31/12/2020</p> <p>c) No partner of a Consortium should Bid individually or be a partner of another Consortium.</p>	<p>English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p>
3.	<p>Bidder or all the bidders together in the case of the consortium should have an average annual turnover of Rs.50 Crores and above, in the last three audited financial years (2017-18, 2018-19 &2019-20). Out of which the prime bidder should have an average annual turnover of Rs.30 Crores or more for the last three year (2017-18, 2018-19 & 2019-20)</p>	<p>a) Copies of the Audited balance sheet for the last 3 financial years should be submitted.</p> <p>b) Bidder and all consortium partner shall obtain Certificate from the Chartered Accountant should be enclosed with positive net worth in the last two financial years of 2018-19& 2019- 20.</p>
4.	<p>Bidder or the Consortium Partners, should have executed live web streaming (IP based HD web cameras based audio & video from multiple locations) in not less than 15,000 locations in India on behalf of Election Commission of India or any Government Departments/ PSUs</p>	<p>Copy of the work order having 15000 Locations or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.</p> <p>Prime bidder should submit</p>

	and Government Agencies during the Last 3 Years out of which the prime bidder should have executed minimum 10,000 locations in a single Order for any State as per ECI guidelines in the last 3 Years anywhere in India.	satisfaction Completion certification for 10,000 location or more in a single order.
5.	The bidder or the consortium partner should have executed minimum three similar projects for election live web streaming surveillance in the last Three years for any State as per ECI guidelines anywhere in India.	Copy of relevant work orders and completion certificate to be submitted by obtaining it from the concerned Chief Electoral Officer of the States in India.
6.	The Bidder/ any of the Bidders in the case of consortium, should have valid Certificate of ISO 27001:2011 or higher/ISO 9001:2008 or higher/both in his name	Valid copy of Certificate with respect to ISO 27001:2011 or higher/ ISO 9001:2008 or higher/both, should be enclosed.
7.	The Prime Bidder should have registered office in Tamil Nadu. If in case, Bidder is not having an office in Tamil Nadu, a necessary undertaking to open the office in Tamil Nadu within 15 days of signing the agreement should be submitted.	Relevant documents should be submitted
8.	The Prime Bidder or the Consortium Partners should not	Self-Declaration Certificate should be submitted

	have been black-listed by any Government / Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if the black-listing was subsequently withdrawn)	
9.	The Bidder/Consortium partners should demonstrate from 3 remote sample polling booths at 3 districts as assigned by Election department and show the Web Streaming videos.	Demo should be arranged any time after submission of the bid as per instruction given from the CEO office to the eligible bidders qualifying above all points and complied with the scope of work and technical specifications.
10	The bidder should have filed Income Tax returns appropriately.	Copy of the IT Returns for the last three financial years (2017-18, 2018-19 and 2019-20).
11	The Bidder should have valid GST registration.	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST Annual Return Form (Form-9) for the two financial years. (2017-18 and 2018-19) and also submit GSTR- 3b for the last 6 months (from July, 2020 to December 2020).

5. Bid Preparation and Submission

5.1 Cost of Bidding

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

5.2 Downloading of Tender Document

The Tender Documents may be downloaded in <http://www.tenders.tn.gov.in> and www.elections.tn.gov.in

5.3 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Chief Electoral Officer, Tamil Nadu" payable at Chennai. The Demand Draft or Banker's Cheque should be deposited physically at Public (Elections) Department along with the technical bid before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable.
- b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by Public (Elections) Department till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.
- d) The EMD amount will be forfeited to Public (Elections) Department, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit

Security Deposit and / or fails to sign the Contract within the due dates.

5.4 Letter of Authorisation

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

5.5 Two Part Bidding

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

5.5.1 Technical Bid (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any, shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- c) The Technical Bid with supporting documents along with the relevant EMD should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be super scribed as Technical Bid (Envelope-A) "Tender for Web Streaming for General Elections to TNLA, 2021" – Tender No.3/761/2021 due on as per the tender schedule Chapter No.2 The "FROM Address" and "TO

Address” should be clearly written in the cover otherwise the Bid is liable for rejection.

- d) The bidders should submit the details of make and model of the items offered against the tender requirement.

5.5.2 Price Bid Form (Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. Internet connectivity, necessary software, servers, cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply, commissioning and delivery of services.
- c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be in INDIAN RUPEES (INR) only. The tender is liable for rejection if the Price Bid contains conditional offers.
- e) The Price Bid shall be typed, signed and stamped by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should

particularly take note of this factor before submitting the Bids.

- g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as “Tender for Web Streaming for General Elections to TNLA, 2021” – Tender No.3/761/2021 due on as per the tender schedule Chapter No.2. The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

5.5.3 Bid closing date and time

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

5.6 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by the use of sealant. The outer cover shall be superscribed as “Tender for Web Streaming for General Elections to TNLA, 2021” – Tender No.3/761/2021 due on as per the tender schedule Chapter No.2.” The “FROM” address and “TO” address shall be written without fail otherwise the Bid is liable for rejection.

5.7 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at the chamber of Joint Chief Electoral Officer, Public (Elections) Department on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches Joint Chief Electoral Officer, Public (Elections) Department on or before the due date and time. Public

(Elections) Department will not be liable or responsible for any postal delay or any other delay whatsoever.

- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non-responsive.

5.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids unless specifically asked by Public (Elections) Department.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

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

6.2 Tender Validity

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

6.3 Initial Scrutiny

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

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of Authorisation
- received without EMD amount

All responsive Bids will be considered for further evaluation.

The decision of Public (Elections) Department will be final in this regard.

6.4 Clarifications by Public (Elections) Department

When deemed necessary, Public (Elections) Department may seek bonafide clarifications on any aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, Public (Elections) Department may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of Public

(Elections) Department as stated above, such Bids may at the discretion of Public (Elections) Department, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

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

6.5.2 Technical Bid Evaluation

- a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

- b) The sample if any submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidders.
- c) For those Bidders who have already worked or working with Public (Elections) Department, their previous performance in Public (Elections) Department would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as

- 1) Non responsiveness after getting the Purchase order
- 2) Delay in supply, installation of the ordered items etc.
- 3) Lack of communication about the delay in the work etc

6.5.3 Price Bid Evaluation

- a) The technically qualified Bidders and the bidders who have successfully demonstrated only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders before the Tender Evaluation Committee.
- b) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 with latest amendments. All the cost in the Price Bid will be added and evaluated.
- c) The Price Bid Format should not be changed or altered or tampered. If the Bid form is found to be tampered, the Bids will be summarily rejected. The Public (Elections) Department will not be responsible for the errors committed by the Bidders.
- d) The Price Bid Format should not contain any conditional offers or variation clauses otherwise the Bids will be summarily rejected.
- e) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads,

travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the delivery of service.

- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender document from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.
- g) The lowest cost as per the above evaluation will be considered as L1 cost. The Public (Elections) Department will not be responsible for any errors committed in the Price Bid. The Public (Elections) Department will negotiate with the lowest cost offered Bidder (L1 Bidder) for further reduction of the price.
- h) The L1 Bidder as well as all the Technically Qualified Bidders will be negotiated to match L1 Price, If L1 has not performed the work satisfactorily. The order will be given to the next Successful Bidder in the tender. The decision of Public (Elections) Department will be the final.
- i) The bidder should quote for all the items mentioned in the tender Document. Partial bid is not allowed. Failure to, submit the offer or partial offer will be liable for rejection of the bid itself.
- j) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidder.

6.6 Negotiations

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

6.7 Award of Contract

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

6.8 Public (Elections) Department reserves the right to:

- Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
 - Insist on quality / specification of materials/services delivered.
 - Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.
 - The Chief Electoral Office reserves the rights to increase / decrease the number of polling stations from where web streaming will be carried out.
- The Public (Elections) Department reserves its right to withhold any amount for the deficiency in the service.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

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

7.2 Letter of Acceptance (LOA)

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

7.3 Payment of Security Deposit (SD)

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

Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.4 Execution of Contract

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

7.5 Release of Work Order

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

7.6 Refund of EMD

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

7.7 Release of SD

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

7.8 Forfeiture of EMD and SD

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

7.9 Termination of Contract

7.9.1 Termination for default

- a) The Public (Elections) Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Service Provider, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Public (Elections) Department; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder , in the judgement of Public (Elections) Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Public (Elections) Department terminating the Contract in whole or in part, Public (Elections) Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to Public (Elections) Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Insolvency

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

7.9.3 Termination for Convenience

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

7.10 Execution of Work Order

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

7.11 Other Conditions

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

7.12 Other Documents to be submitted:

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

7.13 Arbitration and Jurisdiction

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

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

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

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

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

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

8. Scope of Work

The Successful bidder has to undertake the Live web streaming (both audio & video) of polling day events and recordings of the counting day events through wired connection for local viewing during the General Elections to TNLA 2021 with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of Work given below:-

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment of a MelTy empanelled tier 3 Data centre.
2. The Live streaming demo for 3 remote polling stations at 3 different districts assign by Election department shall be demonstrated from proprietary & secured Video Management Software that should own by prime bidder or any one of consortium member
3. Supply and installation internet connectivity with redundancy for use in the identified polling stations on the polling day along with one manpower per polling station, to operate them to web stream the live data.
4. Supply and installation of LED TV as per the specifications for use in the office of the Returning Officer (RO) 1 each, on the polling day to operate them to view the live streaming.
5. Supply and installation of LED TVs as per the specifications for use in the office of the District Election Officers (DEO) (as many as 37 TVs) on the polling day along with one manpower per DEO, to operate them to view the live streaming.
6. Supply and installation of 13 Nos. of LED TVs as per the specifications for use in the office of the Chief Election Officer (CEO) at State Head Quarters, on the polling day along with manpower, to operate them to view the live streaming.
7. Supply and installation of IP based HD cameras along with one manpower per counting centre, for use in the counting centres, on counting day, to

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

Technical Specifications

Task 1: Hosting of the web based streaming software:

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

The Key features of the software shall be:

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

- glare should be minimum and should be capable of zooming in as per the requirements.
5. During recording the assembly constituency (AC No.) and polling station no.(PS No.) should be visible clearly in camera view.
 6. Further, it must be insured that in the framework used for webcasting, advertisement of any kind is not displayed.
 7. Both audio and video should have the running time stamp. The time stamp should come from a secured location/source and should be approved by the Nodal Officer.
 8. The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following-Google Chrome, Internet Explorer, Mozilla Firefox and Apple Safari.
 9. The Application shall be loaded from the Browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is a person provided by the bidder, who will use and operate the recording system and online application at the polling station).
 10. The software shall provide video streaming URL with password protection to view district wise, assembly constituency wise and polling station wise videos which are streamed from the polling stations. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other Offices as authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of CEO.
 11. The software shall include options for
 - a. Connectivity status of all the cameras from the polling station whether the stream in online/offline.
 - b. Option for auto rotation of videos within assembly constituency/district/state/level based on the type of user connected and options selected.

- c. Option for on-demand view of the polling station/counting centre wise video.
 - d. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
12. The software provided by the bidder should not be the free software or shareware available on the internet. During the recording, the User should be able to see the actual video that is being recorded.
13. The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
14. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
15. Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Data, Time, Location, etc.
16. The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
17. The Video Streaming solution should be able to display multiple streams happening at the same time on each of the TV. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs & ROs.
18. The software shall list all polling stations/counting centres with their respective webcast/recording after collecting and updating the details and the application software design from the nodal officer.

19. The data should in no point be hosted outside India and bidder will not access the data unless authorized by the CEO/DEO.
20. The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
21. Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place, using webcam/HD camera and connectivity of either 4G/3G/2G/broadband, WiMax, DSPT etc., based on local availability.
22. After completion of poll proceedings, the technical manpower appointed by the Vendor has to remove the SD card and copy all the data in folder naming of District, Assembly, Polling station wise. All the data made available within 7 days to the Client in a Hard disk for later retrieval and usage as necessary.
23. The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
24. The client shall also ensure the safety of the equipment such as internet connectivity devices, high end cameras etc., installed by the bidders at the respective places, till the events are over.
- 25. The bidder shall also provide application software which monitors the data feed from each Polling Station on the polling day and also from each HD camera in the counting centre on the counting day based on which the performance status of the data feed, and the live streaming at the offices of the RO/DEO/CEO, will be arrived on the Service Levels provided, to levy penalties as indicated under penalty clause. This software should be vetted from CEO a week before deployment.**

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

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

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
2. Number of Locations for Video & Audio Recording: (50% of the total polling stations i.e., 40,000 polling stations approximately).
3. The bidder has to supply and install the IP based web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.
4. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920x1080.
5. The bidder has to provide the suitable internet connectivity with redundancy on all locations of installation of cameras for the services rendered by the bidder.
6. The bidder has to post one person at each identified polling station, with proper training on the usage of the web streaming software, using the camera and the internet connectivity on the day of polling and also during trial runs.

7. The bidder is required to have at least two dry/trial runs for polling and one dry run for counting process, to satisfy the Client that their systems are in good working condition at least two days before the poll and the counting day.
8. In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder. This will not entail additional financial commitment.
9. The bidder shall also provide the following, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smoothly by providing LED TV 42".
10. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operations are on.
11. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
12. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilize the same.
13. After the event is over on polling day, the supplied cameras/ LED TVs and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
14. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet/network bandwidth with redundancy to accommodate the multiple video streaming.
15. The Client will provide the list of mobile phone facilities of the election officials (that of the Presiding Officer/ PO Officer), in an excel/CSV

format, to the bidder, a few hours before the start of the election process for communication purposes.

16. The video and audio should be live streamed to the Control centre via the server. The bidder should deploy the following resources on the days of polling.
17. Help desk regulation and regarding escalation matrix to be provided by the vendor and the client.
18. The bidder shall provide the sufficient internet bandwidth with redundancy for the live streaming of the poll day event.
19. In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in DVD at the end of the day to the officials concerned.
20. Number of Days required for recording at each location: 1 day [References to Day means 24 hours or part thereof.
21. The Vendor should arrange 10% additional equipments to be replaced if any equipment goes down.

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

1. The bidder has to supply and install the IP based HD web cameras, as per the minimum specification in the identified Polling stations. The web camera should have facility of local recording, with minimum of 2 Megapixel camera resolution. The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.
2. The camera should support 16-4096 Kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight

- compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920x1080.
3. A pre-determined list of locations where Counting Process will happen shall be shared with the bidder.
 4. All the items for Task 1 are required to be adhered to as applicable. Some Important Details for the consideration includes:
 5. Number of Locations for Video & Audio Recording: 69 Nos (approximately).
 6. The bidder shall supply 3744 Nos of IP based HD cameras as per the specifications given in (enter Appendix No) at each counting centre location as per the breakups:
 - a. Near the counting board : 1 No
 - b. Near the RO : 1No
 - c. Tables 1 to (n) : (write numbers) Nos
 7. These cameras should support full HD recording. These cameras will be owned and operated by the bidder and shall be taken back at the end of the assignment.
 8. Description and make / model of these cameras should be provided in the proposal.
 9. Number of Days required for recording at each location:1
 10. The bidder shall provide the sufficient internet bandwidth with redundancy to the high end cameras for web streaming of the counting day event.

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

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

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

2. Centralized Help Desk in the office of Chief Electoral Officer with 13 Manpower under the Control of the Nodal Officer.
3. Team with 1 manpower in the Control Room minimum, shall be located in (location) and shall assist all other locations to fix the issues that are coming up relating to this assignment. (1 manpower for R.O (each) and 1 manpower for DEO)
4. The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
5. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.
6. The CVs of all the personnel, being deployed should be provided as per Appendix-4. Each of the personnel should have at least two of the following with him while in duty. – A Passport, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.
7. The following details shall be provided by the bidder in the CVs-Name, Data of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.
8. There may be Police/Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
9. The personnel shall be required to operate around day of polling and counting from each of the Centre posted, in each of the Legislative Assembly Constituency.
10. The personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed. Similarly

during counting, the personnel have to report for duty one day before counting and should be available till the counting process is over completely.

11. Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
12. Troubleshooting any hardware/software issues related to entire process of recording, streaming and monitoring.
13. Any other tasks found necessary for the successful live streaming of the videos.
14. The client will issue Election Duty Certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

Task 5. Development of Training Material

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
 - a. For operating the web streaming Software/Cameras etc.
 - b. For Post event operation of the Video Surveillance footage.
2. The Training Material should be in the following formats:
 - a. Documentation: Text based training material in the form of documents showing pictures/images and text of How-To, Help Guides, etc.

- b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
3. The training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive/CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment.
weekly Progress Reports consisting of
 - a. All works performed by the bidder.
 - b. The Time Sheets/Attendance duly countersigned by the Nodal Officer.
2. All Other Reports as required for the successful execution of this assignment.
3. Development and Maintenance of an MIS for all reporting purpose
4. Final Report within 2 weeks of closure of all activities stipulated in the contract.
5. The reports may be submitted in hardcopy and in soft copy (through e-Mail/MIS/Shared Folder over Internet) to the officers concerned.(The Formats will be shared separately)
6. The bidder after completion of the recording activities, all data to be arranged on the Hard disks and handover to the nodal officer, on the day itself (polling/counting) is completed. After handing over the data, the bidder shall not retain any data in their computers or in any form with

them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

7. The vendor should arrange man power with vehicles for troubleshooting at their own cost, not depending the Zonal party vehicles.

Placement of Cameras in the Polling Station

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

1. During webcasting in polling stations, it should be ensured that the camera is placed at sufficient height, say, 7-8 ft. above the ground.
2. The camera should be placed on a stable & sturdy platform or on a wall mounted stand and kept in fixed position.
3. The position of the camera should be such that a broad view of the following aspects of elections (poll) proceeding are clearly captured and transmitted:
 - i. Process of identification of voter by Polling Officer;
 - ii. Application of indelible ink on the finger of voter;
 - iii. Initialisation of Control Unit of EVM by Presiding Officer after satisfactory identification of voter;
4. Voter's visit to Voting compartment for casting vote on the balloting unit of EVM, but without showing cover face of Ballot Unit so that voter's secrecy is preserved under all conditions.
5. Presence of Polling Agents to the possible extent.
6. At the time of closing of poll, distribution of slips/tokens to the voters in queue.
7. Sealing of EVM (BU/CU), VVPAT if used and giving copies of form 17-C to polling agents.

8. The web-camera / laptop should be set up at the polling station on the P-1 day and a dry run of the webcasting should be done under the supervision of Returning Officer (RO) the name and number of Polling Stations along with date of Poll should be pasted at such a place so that the camera view will always display throughout. The Booth Level Officer and the Sector Officer concerned should give polling station-wise certificate to the Returning Officer that webcasting arrangements have been made as specified above and are functioning properly. On the basis of above certificates, the District Election Officer shall furnish a consolidated report to the Chief Electoral Officer for onward submission to the Commission.
9. The RO shall prepare signage of size "30 inch by 18 inch" with colour scheme of 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 booth.
10. Further, it must be ensured that in the frame work used for webcasting, advertisement of any kind is not displayed.

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

Supply, Installation and Commissioning

1. Delivery: The ordered items shall be delivered, installed and commissioned within one week from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Client.
2. The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.

3. After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format (Enter format).
4. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Client.
5. In the event of non-acceptance of the items delivered by the Client, the Successful Bidder shall immediately report to client for suitable directions.
6. If there is any cancellation of the event after issuing the work order, it will be intimated within 24Hours time in advance.
7. The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Client.
8. The Successful Bidder shall be liable and /or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.
9. The server should be hosted in minimum Tier 3 Data center empanelled by Meity, Gol.
10. The Successful bidder has to conduct the training to the polling station/counting station personnel as shown below:

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

3	Third level Training	By CEO	One week before the day of Polling
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11.The Successful bidder has to complete the Poll day events as per the schedule shown below:

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

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

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

9. Release of Payment

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

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

Training

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

Polling Day events

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

			Polling day
5.	Second Trial Run	By CEO	One day before the Polling day

Counting Day events

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

No advance Payment will be made

10. Service Level Agreement

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

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

Methodology for Penalty Calculations: -

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

X = actual polling hours/minutes

n =actual streaming hours/minutes

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

10.1 Technical Specifications

During Polling	IP based camera
	3 Mega Pixel minimum
	night vision capability
	wide angle with 30/170 degrees coverage
	Minimum illumination of .05 lux.
	support 16-4096 Kbps code rate
	support constant bit rate/variable frame rate of up to 30 fps
	Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction.
	display should be supported is 1920x1080.
During Counting	IP based HD camera
	2 Mega Pixel minimum
	night vision capability
	wide angle with 30/170 degrees coverage
	minimum illumination of .05 lux.
	support 16-4096 Kbps code rate
	support constant bit rate/variable frame rate of up to 30 fps
	Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction.
	display should be supported is 1920x1080.

11. Responsibilities of the stake holders

A)Responsibilities of the Successful Bidder:

1. Prepare a Project Plan in Consultation with the Nodal officer.
2. Enter into Contract with the CEO.
3. Mobilization of personnel to take up the work.
4. Deliver the services & deliverables as per the contract terms & conditions.
5. Give the demonstration of the solution to the nodal officer within 5 days from the date of signing of the contract.
6. Conduct of trial runs to see that the web streaming from the identified locations goes thro' smoothly without any bottlenecks and rectification of the same where necessary.
7. Conduct of live run/recording to see that the web streaming from the identified locations goes thro' smoothly without any bottlenecks on the days of polling and counting respectively.
8. Provide all the Assembly Constituency wise and polling station wise log details of live video streams with down time/uptime.
9. On completion of the election process, handing over of the transmitted data to the Client (DEO office) and software in a suitable backup devise to view the same as and when required.
10. Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
11. Provision of internet connectivity at the counting centres.
12. Facilitate the bidder to ensure that the internet service provider extends the good support in the performance of the connectivity during the election process.

B) Responsibilities of the Client (Public (Elections) Department

1. Issue of Work order and signing of contract agreement with the successful bidder.
2. Appoint a nodal officer a dedicated person as a single point of contact to monitor the project.
3. Listing of sites namely polling stations/counting centres as applicable.
4. Provide basic details and web link details for webcasting
5. Conducting the acceptance testing one day in advance for the system prior to Polling / counting day.
6. Ensure the safety and security of the internet connectivity and HD cameras delivered by the bidders at the respective locations
7. Provision of power, furniture, security and other resources to the bidder, towards the operation of the HD cameras to transmit the web streaming data on the scheduled dates.
8. Addressing letters to district collectors across TN with appropriate instructions.
9. Co-ordination with district collectors across TN for the implementation of the project.
10. Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
11. Help the bidder during the conduct of the trail and actual runs
12. Release of payments as per the satisfactory completion of the work.

12. Exit Clause

Before the end of the contract and after the completion of the polling day events within 7 days in each case, the bidder has to hand over the following:

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

Appendix-1 Model Form of Contract

(To be executed on a Rs.20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the Tender for Web Streaming for General Elections to TNLA, 2021) (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).

This Contract entered into this _____ day of _____ 2021 at Chennai between The Chief Electoral Officer, Public (Elections) Department, Secretariat, Chennai-600 009, being the service recipient hereinafter referred to as the Department, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. _____ hereinafter referred to as the 'Successful Bidder' (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas The Electronics Corporation of Tamil Nadu Ltd invited a tender vide Tender Ref.3/761/2021 for Web Streaming for General Elections to TNLA, 2021 and real time transmission of the same, the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

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

- 1) This Contract shall remain in force during the Contract period of 6 months from the date of signing. The Department may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that breach on 5 days of written notice from the Department.

Termination of this contract by the Department will not relieve the Successful Bidder of his liability as agreed.

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

- 2) The Successful Bidder agrees to deliver the services as specified in the Tender within the stipulated period prescribed at the cost given in Appendix - 8. This cost is firm and not subject to enhancement.
- 3) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of Elections Department.
- 4) Force Majeure: Neither Election Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

- Non holding of Polls in selected booths and decision of Election
- Commission of India not to have live recording.

5) The Tender documents in relation to this Tender issued for Web Streaming for General Elections to TNLA, 2021 shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

6) Payment Terms:

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

- Signing of the Contract
- Signing of the Non-Disclosure Agreement (Appendix-5) by all the persons involved in the assignment
- Submission of an irrevocable Bank Guarantee of the security deposit amount in the format (Appendix-2) specified to the Client.
- The following would be the Milestones for Payment w.r.t. Training to the Polling Station/Counting Center personnel, Polling day events and the counting day events.

Training

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

Polling Day events

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

Counting Day events

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

6.2 No advance Payment will be made.

6.3 100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user. Bills will be honoured within one month after submission along with all supporting documents in complete shape.

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

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

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

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

7) Penalty Clause:

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

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

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

SERVICE AVAILABILITY	Deduction from total cost
99.9% to 100%	0%
98% to 99.8%	10%

95% to 97.9%	25%
80% to 94.9%	50%
Below 80%	90%

Methodology for Penalty Calculations: -

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

X = actual polling hours/minutes

n = actual streaming hours/minutes

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

8. Termination of Contract

8.1 Termination for default

a) Election Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part,

(i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Election Department (or)

(ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract(or)

(iii) if the Successful Bidder, in the judgement of Election Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

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

8.2 Termination for Insolvency

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

8.3 Termination for Convenience

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

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

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

11. Arbitration Clause: -

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

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

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

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

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

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

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

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

Appendix-2 Bank Guarantee Format

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

To

The Chief Electoral Officer
Public (Elections) Department
1st Floor, Main Building, Secretariat,
Chennai-600009.

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

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

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

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

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

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

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

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

Witness:

(Signature)
(Name in Block Letters)

Appendix-3 Format for Clarifications / Amendments

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

FOR TECHNICAL SPECIFICATIONS:

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

FOR COMMERCIAL CONDITIONS:

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

Appendix 4 Bio data of Polling duty manpower

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

Sl.No.	Description	Details to be provided
1	Name	
2	Date of Birth	
3	Permanent Address	
4	EPIC NO	
5	Mobile no.	
6	Educational Qualifications	
7	Experience	
8	Email Address	
9	Copies of ANY ONE OF THE Identity cards given below	
	Passport No	
	Driving License No	
	PAN Card No.	
	Aadhaar Card No.	
10	Address during the last 10 years	

Appendix 5 Non-Disclosure Agreement

To

The Chief Electoral Officer,
Public (Elections) Department,
Secretariat,
Chennai-600 009

Sir,

Sub: Non –Disclosure agreement.

Format will be provided by Public (Elections) Department later when required

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

Appendix-6 Technical Bid

A1.1 Check-list for Enclosures

S.No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Payment of EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation /Power of Attorney for signing the Tender document	
5	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day and Counting Day	
	Eligibility Criteria	
6	Certificate of Incorporation	
	Copy of Purchase/Work orders received on or after 01.01.2016 and Completion Certificate received from the Customers	
7	Original Consortium agreements	
8	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2017-18,2018-19, 2019-20) as a Proof for turnover	
9	Copies of Net worth Certificate for the period of last two years	
10	Bidder or the Consortium Partners, should have executed live web streaming (web based audio & video from multiple locations) in 15,000 locations in India on behalf of Election Commission of India or any other similar projects of Government departments / PSUs and Government Agencies during the last 3 years. out of which the prime bidder should have executed minimum 10,000 locations in a single Order for ECI in the last 3 Years	
11	Bidder or the consortium partner should have executed minimum three similar projects for election live web streaming surveillance in the last Three years for ECI (Election Commission of India) anywhere in India.	
12	copy of Certificate with respect to ISO 27001:2011 or higher/ISO 9001:2008 or higher/both in his name	
13	If the Prime Bidder not having an Office in Chennai, copy of the necessary Undertaking letter to open the Office in Chennai within 15 days.	
14	Copy of the Letter of Undertaking as indicated in the tender document	
15	Technical Specifications Compliance Statement	

A 1.2 Profile of the Bidder

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

Important Note:

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

A 1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Details to be furnished with Proof/Page no. to be indicted with Flags
1	The Bidder should be a Company Registered in India under the Indian Companies Act 1956	
2	a) Consortium of Bidders is allowed with maximum three partners. b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 5 years c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	
3	Bidder or all the bidders together in the case of the consortium should have an average annual turnover of Rs.50 Crores and above, in the last three audited financial years (2017-18, 2018-19 &2019-20). Out of which the prime bidder turnover should have an average annual turnover of Rs.30 Crores or more for the last three year (2017-18, 2018-19 & 2019-20)	
	2017-18	
	2018-19	
	2019-20	
4	Copy of the Work order/Agreements and Completion certificate for web streaming in 15,000 locations in India on behalf of ECI/Govt. Departments/PSUs and Government agencies during the last three years out of which the prime bidder should have executed minimum 10,000 locations in a single work order on behalf of ECI.	
5	Copy of relevant work orders and completion certificate to be submitted from any Government agencies/ ECI anywhere in India.	
6	Copy of Certificate with respect to ISO 27001:2011 or higher/ISO 9001:2008 or higher/both in his	

	name	
7	Copy of the Rental agreement of Land line telephone bills (or) If the Prime Bidder is not having an Office in Chennai, a necessary Undertaking letter open the Office in Chennai within 15 days	
8	Self-declaration certificate for black listing	
9	Report on the Architecture design of the Network and the plan of execution of the project on the Polling day and counting day	
10	Technical Specifications Compliance Statement	

Declaration:

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

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

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

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

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

Price Bid

Tender Ref No.:1/761/2021

**Tender for Web Streaming for
General Elections to TNLA, 2021**

A) Main Items

Sl. No. (A)	Item Description (B)	Location (Nos.) (C)	Unit Rate (Rs.) (D)	Value C=A*B (E)	GST @ 18% (F)	Total G=(E+F) (G)
1	Live Streaming and Recording of the Polling at Polling Stations	50% of the total polling stations i.e., 40,000 (approx.)				
2.	Recording through wired connectivity for local viewing of the Counting at Counting Centres on per camera basis	(234x16=) 3744 (69 locations approximately)				
3.	Provision of LED TV 42" with manpower at DEO's office during polling	37				
4.	Provision of LED TV 42" with manpower at CEO's office during polling	13				
5.	Provision of LED TV 42" in the 69 counting centre locations (approx..) @ 1 led TV for 234 ACs with manpower during counting	234				
	Grand Total (G)					

- The Quantity to be used during the Polling are mentioned in the Scope of

work in Chapter No. 8.

- This is an approximate number. The payment would be made as per the exact number of polling stations covered under web streaming.

Note:

- 1) The Grand total amount (G) will be evaluated to arrive at the Lowest Price(L1 Price)
- 2) The optional items will not be considered for Price bid evaluation purposes.
- 3) The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
- 4) Bidders should quote for all the items in the Package.