

**OFFICE OF THE DY. COMMISSIONER OF POLICE: PROV. & LOGISTICS: DELHI.**

(AN IS/ISO 9001: 2008 UNIT)  
5, RAJPUR ROAD, DELHI-110054

**TENDER NOTICE NO. 596/CSA (Q-1A)/DCP/P&L/2019.**

**CHAPTER – 1**

**INSTRUCTIONS TO BIDDERS**

**1. General:**

- 1.1 Online bids are invited in two bid system – (i) Technical Bid & (ii) Price Bid from the manufacturers or their authorized distributors or dealer and also from Government/Semi-Government Organizations, Public Sector Undertakings for **Procurement of Hard Disk/Memory Forensics/Analysis Tools for use in National Cyber Forensic Lab, CyPAD, Spl. Cell, Delhi Police** as per the Technical Specifications (**Chapter-4**) in this document.
- 1.2 Bidders are advised to study the tender document carefully & thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the product. No request for the change of price or time schedule of delivery of product shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.4 The Purchase Committee with the approval of competent authority reserves the right to relax any terms & conditions in the Govt. interest.
- 1.5 Conditional bids will not to be entertained and summarily rejected.
- 1.6 Optional bids/late bids will not to be entertained and summarily rejected. The firm should have to quote only one model. The optional either in model or in rates will not be accepted and the tender will be rejected straightway.
- 1.7 Telex/Fax bids will not to be entertained and summarily rejected.
- 1.8 **Only online bids will be accepted.** No physical bids will be accepted.
- 1.9 **Bids not accompanied the scanned copies of Application Fee and Earnest Money will be rejected straightway.**
- 1.10 The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
- 1.11 **The tender will be rejected straightway without assigning any reasons if the firm/company or their owners/partners/directors etc. involves in any Criminal Case/blacklisted.**
- 1.12 Foreign firm can participate in the tender through their authorized agents appointed in India. No foreign company shall be entertained directly.
- 1.13 The prospective bidders may participate as a single entity or as a Joint Venture. A Joint Venture shall consist of a maximum of two partners/individuals/entities and all the essential documents shall be submitted by the principal firm.
- 1.14 Members of the Joint Venture shall be liable, jointly and severally, both for direct and indirect liabilities.
- 1.15 In case the manufacturer participates in the tender, the bid of its authorized distributor/dealer will not be considered and EMD will be returned.

- 1.16 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 1.17 The firms participating in the tender should have a minimum average annual turnover of during last three financial years ending 31 March of the previous financial years (i.e. 2016-2017, 2017-2018 & 2018-2019). It should at least 1.5 Crore and experience of completing the similar project of value of not less than of 1.5 Crore in the last five years. All the Company/firms, participating in the tender should submit the self attested scanned copy of last three financial year balance sheet along with profit & loss account showing turnover in clear term of the firm, duly verified/attested by Chartered Accountants.

## **2. Schedule of Tender:**

- 2.1 The tender document can be downloaded from Central Public Procurement Portal website <http://eprocure.gov.in/eprocure/app>. As per instructions of the Govt., the tender documents have been published on the Central Public Procurement Portal: <http://eprocure.gov.in>. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates before the stipulated date & time.
- 2.2 The scanned copy of application fee of **Rs.500/- (Rupees Five Hundred only)** in the form of Account Payee Demand Draft/Pay Order/Bankers Cheque drawn in favour of Dy. Commissioner of Police (Prov. & Logistics), 5, Rajpur Road, Delhi-110054 shall be attached in the prescribed column alongwith the Technical Bid of Tender. **The application fee is non-refundable.** The original DD/Pay Order/Bankers Cheque i.e. Application Fee shall be submitted by the bidder at the time of tender opening. **Failure to submit the tender fee would result is rejection of the bid.**
- 2.3 The Pre bid meeting will be held on **08.01.2020 at 1230** Hours in Committee Room, Prov. & Logistics, 5, Rajpur Road, Delhi-110054. All the interested bidders may send their queries, if any, in respect of the tender documents on email id: [acpcsa@yahoo.com](mailto:acpcsa@yahoo.com). They also have to send hard copy of all emailed queries by post/personally in the office of undersigned or the same can be put personally in a box placed in the office of undersigned at Reception/D.O. Room, Prov. & Logistics, 5, Rajpur Road, Delhi-110054 from 10.00 A.M. to 5.00 P.M. upto **03.01.2020**. The queries received after stipulated date & time will not be entertained under any circumstances.
- 2.4 **Bid submission** will be tentatively started online from **11.01.2020** (only after uploading the result of Pre-bidders meeting). Bid submission will be closed on **01.02.2020 at 1800 Hours.**
- 2.5 **Technical bids** will be opened online on **03.02.2020 at 1130 Hours** in the Committee Room, Prov. & Logistics, 5, Rajpur Road, Delhi. The bidders or their authorized representatives may be present, if they so desire.
- 2.6 The representatives (Employee, Manager, Owner, Partner and Director) of the firms participating in the tender meetings including Technical Evaluation Committee meetings etc must carry authorization letters from the firm concerned.

- 2.7 As part of Technical Evaluation of Bids, the Bidders shall arrange presentation and live demonstration of their quoted Hardware/Software etc. **within a period of 7 days** from the opening of the technical bids to show that they fully conform to this tender. The bidders will be intimated the exact date and time slot for them to carry out such demonstration. The bidders are advised to make all necessary arrangement for the live demonstration of the quoted Software/Gadgets well in advance, as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation. **An undertaking to this effect is to be attached with the technical bid by the bidders that the firm is ready to live demonstration of their quoted Hardware/Software etc. within 07 days from the date of opening of the Technical Bid.**
- 2.8 After evaluation of the technical bids and live demonstration, the short-listed bidders will be intimated. The decision of the Committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.9 The price bids of the short-listed bidders will be opened in the Committee Room, Prov. & Logistics at 5, Rajpur Road, Delhi and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
- 2.10 Submission of online scanned copies of unwanted/irrelevant documents/ out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against such bidders, besides action for rejection of bids and blacklisting of firm will be initiated.
- 2.11 The following considerations of paramount importance will be taken into account while evaluating the bids:
- (i) Whether the product or services offered are of the requisite tender specifications.
  - (ii) Whether the bidder has the ability to deliver the product and services as per specifications.
  - (iii) The ability of the bidder to take follow up action, rectify defects or to give post contract services.
- 3. Delivery, Installation and Commissioning:** Delivery, installation, testing & commissioning of the System at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **30(Thirty) days** from the date of Award of Contract.
- 4. Purchaser's right to accept any Bid and to reject any or all bids:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.
- 5. Bidder Qualification:** The "**Bidder**" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer/OEM of the store as mentioned in Chapter-3 for which documentary proof be submitted or his authorized distributor/dealer, in which case he shall submit authorization from OEM/Manufacturer.

**6. Bid Security (Earnest Money):**

- 6.1 The scanned copy of Bid Security Deposit (Earnest Money) amount of **Rs.13,00,000/-** (Rupees Thirteen Lakh only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks, in favour of Dy. Commissioner of Police, Provisioning & Logistics, Delhi shall be attached in the prescribed column alongwith the Technical Bid of Tender. The original EMD in the shape of DD, FDR, Banker's Cheque or BG shall be submitted by the bidder at the time of tender opening. **Failure to do so will result in the rejection of the bid.**
- 6.2 The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC)/MSME/startups under valid category is exempted from depositing of Earnest Money as well as application fee. **The bidders shall have to attach scanned copy of documentary proof to authenticate their firm's registration with these organizations for the specific item to avail this exemption.** The original document projected for EMD exemption can be verified/checked.
- 6.3 The Bid Security (Earnest Money) shall be valid for Sixty days beyond the bid validity period from the date of opening of the Bid by the Purchaser. No interest will be payable by the Purchaser on this amount.
- 6.4 The Bid Security (Earnest Money) may be forfeited:
- a) if a Bidder withdraws his bid during the period of bid validity; or
  - b) in the case of the finally selected Bidder, if the Bidder fails;
    - i) to sign the Contract in accordance Clause 1 of Chapter-2; or
    - ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
    - iii) if at any stage any of the information/declaration is found false.
- 6.5 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to **Clause-1 of Chapter-2** and furnishing the Performance Guarantee, pursuant to **Clause 2 of Chapter-2.**
- 6.6 Bids not accompanied by Earnest Money would be summarily rejected.

**7. Period of Validity of Bids:** Bids shall remain valid for **12 (TWELVE) calendar months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

**8. Registration with Goods & Services Tax (G.S.T.) Department:** The bidders should be registered with the GST Department and shall furnish scanned copies of the same with their Technical Bid.

**9.** The bidders shall furnish scanned copy of latest GST deposit.

**10. Terms and conditions of Tendering Firms:**

- 10.1 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid. The bidder has to accept all the terms & conditions of the tender and there should be no deviation.

10.2 Bidder must state categorically whether or not his offer conforms to the specifications given in Chapter 4, specify clearly deviation if any of the tender. Bidder is free to quote better version or to add any better configuration in line with technical specification of Chapter 4.

**11. Bid Requirements:**

11.1 The Bidder must quote for the required quantity as listed under the Schedule of Requirements (**Chapter-3**) in the Price Schedule format, **Chapter-5** separately.

11.2 The successful bidder(s), irrespective of their registration status, shall be required to furnish Contract Performance Security in shape of Bank Guarantee for **10%** of the Contract Price, at the time of award of Contract as per the prescribed proforma (Annexure-C6 of Chapter-7 & Clause 2 of Chapter-2. The Contract Performance Security can also be furnished in the shape of A/c Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the commercial banks.

11.3 All the bidders participating in the Tender must attach a scanned copy of the list of their owners, partners, directors etc. and also attached a scanned copy of the certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India. Any firm black listed by any Govt. Deptt. or any criminal case registered against the firm shall not be considered for this tender.

11.4 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.

**12. BID PRICES:**

12.1 The Bidder shall fill-up the rates on the Price Schedule, **Chapter-5** attached to these documents the Unit Prices and total Prices of the product it proposes to supply under this tender in the following manner:-

i. Unit Price in Indian Rupees

ii. GST in Indian Rupees.

iii. Total Unit Price including all Taxes, Duties & other Charges, in Indian Rupees.

iv. Total Extended Price FOR destination including all taxes, duties and other charges, in Indian Rupees.

The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.

12.2 It should be noted that payment by the Purchaser towards other Govt. levies, if any, would be made at actual against documentary proof submitted by the Contractor/Supplier. The contractor would provide appropriate GST forms applicable to the purchases made on behalf of Government of India.

12.3 The supply/billing should be made from the firm/place of G.S.T. Registration/Work Contract Registration.

12.4 The Purchaser will make all payments, under this contract, in Indian Rupee.

- 12.5 The bidder should ensure that the prices are quoted in line with the price schedule leaving no column blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.
- 12.6 Any new Government levies/taxes imposed or increased in taxes after the contract date shall be paid as per actual against submission of documentary evidence and in case of decrease thereof, the same shall be adjusted by the contractor as per revised slabs. In case, the tax rates are reduced after release of payment the same shall be adjusted against future bills or from the performance security of the contractor.
- 12.7 The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid is found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding documents. Lowest evaluated bidder (L-1) shall be decided on the basis of total project cost including GST. CAMC charges shall be a loading factor while deciding the lowest responsive bid.
- 12.8 Bidder must upload their bid on the CPP Portal well in time i.e on or before the last date/time of closing of bid. Late /delayed bid will not be entertained at all. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department and the Bidders will be the same.
- 12.9 All pages of the document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's proposal.

### **13. GUARANTEE/WARRANTY**

- 13.1 The Bidder shall provide onsite comprehensive Guarantee/Warranty, updates and upgrades for the equipments at least for a period of **03 (THREE) Years** (renewable every year) from the date of final acceptance of the equipments. *They should provide OEM guarantee/warranty card mandatorily.*

14. **Contents of Online Bid:** The Online Bids prepared by the Bidder shall comprise of the following two components:-

- a) Technical Bid** comprising of the following scanned documents duly signed & stamped and to be filled on the format sheets provided in each Tender Document. In the absence of any of the following documents, the bid will be declared disqualified/cancelled straightway without any further clarification:-
- i) Application Fee of Rs.500/- (Clause 2.2, Chapter-1).
  - ii) Earnest Money Deposit of Rs.13,00,000/- (Clause-6 of Chapter-1).
  - iii) Undertaking as per Clause 2.7 of Chapter-1.
  - iv) Proof for EMD Exemption (Clause-6.2 of Chapter-1).

- v) Copies of GST Regn. Certificates (Clause-8 of Chapter-1).
- vi) Copies of Latest GST deposit receipt/challan/return.(Clause-9 of Chapter-1)
- vii) List of the firm's owners/partners/directors etc. as per clause 11.3 of Chapter-1
- viii) Certificate for non-blacklisting of firm and non-registration of criminal case, as per clause 11.3 of Chapter-1.
- ix) Schedule of Requirements (Chapter-3).
- x) Technical Specifications of the product (Chapter-4).
- xi) Bidders Particulars (Annexure C1 of Chapter-7).
- xii) Bid Form (Annexure C2 of Chapter-7).
- xiii) Guarantee/Warranty (Annexure C3 of Chapter-7).
- xiv) Bid Letter (Annexure C4 of Chapter-7).
- xv) Tender Acceptance Letter (Annexure C6 of Chapter-7).
- xvi) All technical brochures/documents relevant to the Bid.
- b) Price Bid:** Price Schedule Chapter-5 after Guarantee/Warranty updates and up gradation for Period of **03 years** to be filled in accordance with the formats provided in the Tender Document.

## **15. PROCEDURE FOR SUBMISSION OF BIDS:**

### **15.1 Instructions for Online Bid Submission:**

- i) As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- ii) More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **15.2 REGISTRATION**

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **15.3 SEARCHING FOR TENDER DOCUMENTS**

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **15.4 PREPARATION OF BIDS**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **15.5 SUBMISSION OF BIDS**

- i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.



- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) A standard Price Schedule provided with tender document (excel sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided with tender document (excel sheet) file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.
- vi) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **15.6 ASSISTANCE TO BIDDERS**

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**16. Preference for bidders under “Make in India” Policy, Govt. of India**

As per instructions contained in the order’s No. P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017 read with OM dated 29.05.2019 circulated/issued by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi in pursuance of provision of Rule 153(iii) of General Financial Rule 2017, to encourage “Make in India” and promote manufacturing and production of goods and services in India, preference will be given to local supplier/bidder meeting the criteria prescribed in the above said order. All the instructions mentioned therein will be adhered. No representation/ request of any firm (s) against the decision taken by the Deptt. in pursuance of these orders/instructions will be entertained at any stage on any ground whatsoever it is.

DY. COMMISSIONER OF POLICE,  
PROV. & LOGISTICS: DELHI.

## CHAPTER – 2

### CONDITIONS OF CONTRACT

- 1. Award of Contract:**
  - 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 07 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
  - 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.
  
- 2. Contract Performance Bank Guarantee & CAMC Performance B.G. :**
  - 2.1 At the time of signing the contract/placement of supply order, the Supplier shall furnish a Contract Performance Security in shape of A/C Payee Demand Draft, FDR or Bank Guarantee for **10 percent** of the value of the Contract price, as per the prescribed proforma (Annexure-C5 of Chapter-7), from a commercial/Scheduled Bank within a period of 14 days from the date of letter of intent.
  - 2.2 The Contract Performance Security will be in the name of the Deputy Commissioner of Police (Prov. & Logistics), Delhi Police, 5, Rajpur Road, Delhi-110054.
  - 2.3 The Contract Performance Bank Guarantee should be valid for a period of **03 (three) years and 06 (six) months** from the date of award of the contract. This will be released after the successful completion of warranty period.
  - 2.4 In the event of delay in acceptance of the goods, the Supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
  - 2.5 Thereafter, the supplier shall furnish CAMC Performance Bank Guarantee equivalent to five percent (05%) of the contract price from a commercial bank within the validity period of the Contract Performance Security. The Performance Security can also be furnished in the shape of A/C Payee Demand Draft, FDR or B.G.
  - 2.6 The CAMC Performance Security will be in the name of the Deputy Commissioner of Police (Prov. & Logistics), Delhi Police, 5, Rajpur Road, Delhi- 110054.
  - 2.7 The CAMC Performance Security should be valid for **02 (Two) years and 06 (six) months** from the date of expiry of **03 (Three) year Guarantee/warranty**. This will be released after the successful completion of the CAMC period.
  
- 3. Payment Schedule :** The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-
  - 3.1 **Delivery of Product:** The Supplier shall notify the Purchaser about the delivery of the Product to the Delivery Site one week in advance of the expected date of partial or complete delivery.
  - 3.2 The payment will be made after receipt/Final Acceptance of the product and receipt of Supplier's bill complete in all respect, in Indian currency only. **No claim for interest on delayed payment will be entertained.**
  - 3.3 No advance payment shall be made.
  
- 4. Delivery, Installation and Commissioning:** Delivery, installation, testing & commissioning of the System at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **30(Thirty) days** from the date of Award of Contract.
  
- 5. Inspection:**

- 5.1 The Purchaser shall have the **right to inspect** and/or test the **product** for conformity to the Contract Specification.
- 5.2 Should any inspected or tested product fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected product or make all alterations necessary to meet specification requirements free of cost to the Purchaser
- 5.3 For the purpose of taking over the product supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The product that meets the acceptance test shall only be accepted by the Purchaser.
- 5.4 The installation or commissioning shall not be deemed to have been completed unless entire application is accepted by the Purchaser.

## **6. Guarantee/Warranty:**

- 6.1 The Supplier shall provide comprehensive on-site Guarantee/Warranty, updates and upgrades for the entire hardware/Software etc supplied under the Contract at least for a period of **03 (Three) years** from the date of final acceptance of the system. *They should provide OEM guarantee/warranty card mandatorily.*
- 6.2 **The Supplier must setup a maintenance base in Delhi within a period of two months of the supply order to provide maintenance and up-gradation of the Application being offered, “Efficiently and promptly”. Certificate in this regard shall be attached by the Bidders with their technical bid.**
- 6.3 The Supplier shall provide necessary Software updating free of cost during the warranty/guarantee period.
- 6.4 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within two hours** from the time of such calls. The fault should be repaired on the same day at Purchaser’s location. In case of major defects requiring the defective Software/Gadgets to be taken to the Supplier’s workshop, it should be returned within a week duly repaired and an immediate substitute Application will be provided by the Supplier for the smooth operation. The to and fro transportation of the Software/Gadgets will be the responsibility of Supplier.
- 6.5 Apart from the service/repair calls, the service engineer deputed by the Supplier will visit the site once in every 03 months to carry out the Preventive Maintenance and diagnostics of the equipments during the Warranty Period.
- 6.6 Delays in attending the calls and or repairing the fault beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 12.**
- 6.7 If the Supplier fails to repair fault, the Purchaser will be free to get the same repaired from the market and its cost will be adjusted from the Supplier’s Contract Performance Security.

## **7. Training:**

- 7.1 Provide certified training from OEM covering all topics for three persons.
- 7.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Delhi Police personnel who may be deputed to work on the project.
- 7.3 The system Administration and Maintenance Training program, at the user’s location, will be structured so as to train atleast 03 (Three) of the Delhi Police personnel deputed for the purpose.
- 7.4 The user operational training program, at the user’s location, will be structured so as to train up atleast 03 (Three) of the Purchaser’s supervisory and training personnel who will, in turn, train individual operators.
- 7.5 Bidder will provide complete details on the training programs to be offered including: -
  - (1) Material to be covered
  - (2) Number of hours of training per operator or technician for each specific course
  - (3) Supporting documentation to be provided.

## **8. Delay in the Suppliers performance**

- Delivery of the hardware/software and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **Clause-12** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-18** below accompanied by forfeiture of Bank Guarantee/Performance Security.
11. If the bidder fails to supply the product within the stipulated period, the Purchaser reserves the right to purchase the product from open market and difference of bill, if any, will be recovered from the bills of the bidder.
  12. **Liquidated Damages :** If the Supplier fails to deliver the product or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half percent) of the total price of the delayed product or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the total price of undelivered product.
  13. **Force Majeure:** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
  14. **PATENT INDEMNIFICATION:** - The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights. Software piracy arising from use of the goods or any part thereof in the Purchaser's country.
  15. **Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
  15. **Assignability:** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
  16. **Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
  17. **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.
  18. **Termination for Default**
    - 18.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's

failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- (i) If the Supplier fails to deliver the product within the time period(s) specified in the Contract; or
  - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 18.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 18.3 On termination of the Contract for default, action will be taken to black list the Supplier.
- 19. Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 20. Fall Clause:-** If at any time, during the period of contract, the contractor reduces the sale price and /or sales such stores to any organization under the Govt. he shall forthwith notify such reduction to the purchases and the price payable under the contract for that part shall stand correspondingly reduced. **An undertaking may be submitted by the bidder in this regard.**
- 21. Signing of Integrity Pact:-** Integrity Pact shall form a part of contract. The pact shall be signed on each page by the person authorized to sign the contract on behalf of successful bidder.
- 22. Termination for Convenience**  
The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 23. Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of Delhi Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

DY. COMMISSIONER OF POLICE  
PROV. & LOGISTICS, DELHI

\* \* \* \* \*

**CHAPTER -3**

**BILL OF REQUIREMENT FOR PROCUREMENT HARD DISK /MEMORY FORENSICS/ ANALYSIS TOOLS FOR USE IN NATIONAL CYBER FORENSIC LABN, CyPAD, SPL. CELL, DELHI POLICE SHALL BE AS FOLLOWS:**

Sl. No.	Item Name/Description	Quantity
1.	Hard Disk/Memory Forensics /Analysis Tools	1

\* \* \* \* \*

## CHAPTER -4

### TECHNICAL SPECIFICATIONS FOR PROCUREMENT OF HARD DISK/MEMORY FORENSICS /ANALYSIS TOOLS FOR USE IN NATIONAL FORENSIC LAB, CyPAD, SPECIAL CELL, DELHI POLICE

#### 1. Hard Disk/Memory Forensics/Analysis Tools

<b>(a) HDD Imager with Network Tapping Module (Imaging Devices)</b>
1. Should be portable kit for performing forensic acquisition from various storage media
2. Should allow investigators to preview following suspected storage media in read only mode (Write Protected) using Laptop/Desktop web browser
a. IDE/PATA 2.5" & 3.5"
b. SATA 2.5" & 3.5"
c. SAS 2.5" & 3.5"
d. Fire wire Devices
e. External USB 3.0/2.0/1.0 devices
f. Multimedia cards
g. Devices which can be accessed via PCIe interface like M.2 SATA/NVMe SSDs
h. Network (iSCSI)
3. Should allow investigators to create forensic images (Physical) of following types of storage media
a. IDE/PATA 2.5" & 3.5"
b. SATA 2.5" & 3.5"
c. SAS 2.5" & 3.5"
d. Fire wire Devices
e. USB 3.0/2.0/1.0 devices
f. Multimedia cards
g. Devices which can be accessed via PCIe interface like M.2 SATA/NVMe SSDs
h. Network (iSCSI)
4. Should support following types of hash value to be calculated while performing forensic imaging or Hash Verification of Images.
a. MD5
b. SHA1
c. SHA256
d. MD5 + SHA-1
e. MD5 + SHA-256
5. Should support following modes of forensic duplication
a. Disk to Disk (Clone)
b. Disk to File (Image)
c. Files and Folders (Logical)



6. Should support following types of forensic image formats.
a. For Physical Imaging
i. E01
ii. DD(RAW)
b. Logical
i. L01
7. Should support Temporarily or permanently removal of HPA/DCO
8. Should Supports S.M.A.R.T. disk info
9. Should support Various wiping standards like Clear Partition Table, Quick Erase, Custom Erase, Secure Erase Normal, Secure Erase Enhanced, DoD Clear, DoD Sanitize, NIST800-88 Clear, NIST800-88 Purge
10. Should support imaging to a remote network location or share.
11. Should have adapters and Cables for various types of Storage media like
a. IDE 1.8", 2.5" & 3.5"
b. SATA
c. SAS
d. FireWire
e. Micro SATA & mSATA
f. ZIF
g. PCIe M2 SSD Adapter
12. Should allow creation of multiple images from single source to multiple destination in USB 3.0 or SATA or Network simultaneously
13. Should have a Network Tapping Module to capture the PCap Files when connected to the live network.
14. Kit Should be portable enough to be carried by a single person inside a Ruggedized dustproof, waterproof case.
15. Three years warranty support from the date of commissioning

<b>(b) Write Block ToolKit</b>	
<b>Sr. No.</b>	<b>Specification</b>
1	1 x IDE + SATA Combo write protect Bridge
2	1 x USB write protect bridge
3	1 x SAS write protect bridge
4	1x Fire Wire write protect bridge
5	1x PCIe write protect bridge with all supporting adaptors
5	2 x power supplies with power lead for main units
6	Fire Wire cables + USB cables + all other necessary cables for IDE/SASA
7	1 x 2.5" Adaptor laptop
8	1 x Laptop 1.8" Adaptor
9	1 x Laptop ZIF Adaptor set for Hitachi and Toshiba HDD
10	1 x Micro SATA adapter
11	Waterproof, dust proof pelican case
12	Three years warranty support from the date of commissioning

### (c) Forensic Workstation with Raid

S.No	Parameters	Specifications
1	Monitor	24" LED
2	Processor	High Speed <b>Dual Ten Core Intel® Xeon Silver 4114</b> with clock frequency @ 2.2 Ghz (3.0Ghz Turbo) or better
3	Processor Cooling	<b>Premium Grade Quiet Air Cooling Solutions</b>
4	Ram	128 GB DDR4 2400 Quad Channel Memory-ECC RAM and Expandable up to 1TB
5	Graphic Card	NVIDIA GeForce RTX 2080Ti, 11GB GDDR6,CUDA Cores 4352, 1545MHz; with HDMI , Display Port x 3 and Dual-link DVI,
6	Network Adaptor	2 x Gigabit LAN Controller(s)
7	I/O Ports	Front Ports: 6 x USB (min. 4 x USB 3.0 and higher) 1 x eSATA 6Gb/s; 1 x Microphone; 1 x Headphone Rear Ports: 6 x USB (min.4x USB 3.1); 2 x RJ- 45; 1x S/PDIF Out; Audio Ports,
8	Operating System	Windows10 64 Bit Professional or latest and Linux Ubuntu server & Desktop edition (optional).
9	Power Supply	1300 Watts or better SMPS
10	Write Blocker	Integrated write protection for IDE/SATA/SAS/FireWire/USB3.0/PCIe ports.
		All Integrated write blocked ports should be simultaneously available for imaging/analysis.  <b>Should provide Write Blocked access to 3 SATA (Most used) drives simultaneously</b>
11	Cable & Adapter Set	Should have Adapters/Cables for write protected ports: 1. 3.5" IDE, 1.8" IDE, 1.8" ZIF, LIF 2. mSATA, microSATA and eSATA 3. M.2 PCIe, PCIe and mini- PCIe Cards
12	Temp Drive	512GB M.2 32Gb/s SSD Drive
13	OS Drive	512 GB SATA 6 Gbp/s SSD Drive
14	Cache Drive	512 GB SATA 6 Gbp/s SSD Drive
15	Active Evidence Drives	2 x 1 TB SATA 6 Gbp/s SSD Drives with RAID 0 setup giving total of 2TB high speed memory for Analysis Software like FTK & Encase.
16	Data Drive	1 x 4TB SATA 7200 RPM 6Gb/s Drive
17	<b>RAID ARRAY</b>	<b>Raid of 5 x 4TB SATA 7200 RPM in RAID 5</b>
18	Onboard	7 x PCI Express (x16 slots; Version 3.0)

19	Front Mounted Drive Bays	Optical Disk Drive - 1x 16 x Blu-Ray Burner
		6 x SATA SSD Trayless for OS, Temp,Cache and Active Evidence drives 1 x SATA Trayless for Data Drive;
20	Cooling Bay	1 x Inserting/Extendable type integrated Drive Cooling Bay with Additional SATA 3.5" / 2.5" Write Blocker.
21	Forensic Multi Card Reader	Should have Integrated Write Blocked Multi-Card Reader
22	Key board/mouse	Wireless Keyboard & Mouse
23	Software	Latest version of MS Office professional, Suitable Antivirus which should be capable of being upgraded offline.
		Any other Essential security related software may also be included.
24	Warranty Support	Three year from the date of commissioning.

### (d) Disk Forensic Software with Static Malware Analysis

Sr.No.	Parameters	Specifications
1	Imaging	<p>1. Should able to take image of memory devices in raw DD, E01, Ex01 and Lx01 file formats and Create and process Advanced Forensic Format (AFF) images.</p> <p>2. Should able to take live dump of RAM.</p> <p>3. Supports Windows® (32- and 64-bit), Apple, UNIX and Linux operating systems</p>
2	Analysis	Create images, process a wide range of data types from forensic images to email archives, analyses the registry, conduct an investigation, decrypt files, crack passwords, and build a report all with a single solution
3		Static RAM analysis from an image or against a live system. Comprehensive analysis of volatile data
4		Supports including and not limited to Notes NSF, Outlook PST/OST, Exchange EDB, Outlook Express DBX, Eudora, EML (Microsoft Internet Mail, Earthlink, Thunderbird, Quickmail, etc.), Netscape, AOL and RFC 833
5		Process and analyze DMG (compressed and uncompressed), Ext4, exFAT, VxFS (Veritas File System), Microsoft VHD (Microsoft Virtual Hard Disk), Blackberry IPD backup files, Android YAFFS / YAFFS 2 etc.
6		Enumerate all running processes, including those hidden by rootkits, and display associated DLLs, network sockets and handles in context
7		Dump a process and associated DLLs for further analysis in third-party tool
8		Memory string search allows you to identify hits in memory and automatically map them back to a given process, DLL or piece of unallocated space and dump the corresponding item
9		Should provide VAD tree analysis and exposes registry artifacts in memory and will parse and display handle information from memory.
10		Advanced, automated analysis without the scripting
11		Should allow specifying criteria, such as file size, data type and pixel size to reduce the amount of irrelevant data carved while increasing overall thoroughness.
12		Should have KFF hash library with around 45 million hashes

13		Should Support Explicit Image Detection auto identifies potentially pornographic images by analysing shapes, orientation and flesh tones.
14		Should perform live and bootable analysis on different OS i.e. Windows, Mac OS, Linux etc.
15		Should able to Filter Data using different filtering mechanisms to Locate Evidence.
16		Should provide an option to design custom filters as per the user requirement.
17		Should be able to check for disk level encryption
18		Should support complex disassembly analysis
19		Should provide Real-time processing status
20		Should create, import and export reusable processing profiles with pre-defined processing options for different investigative needs
21		Should be Database driven so that work associated with memory-based tools is not lost in the event of a GUI crash
22	Malware analysis	<ol style="list-style-type: none"> <li>1. Should be able to analyse General file and metadata that quickly examines an executable binary file for common attributes it may possess.</li> <li>2. It should identify potentially malicious code.</li> <li>3. Disassembly analysis examines the details of the code within the file. Should able to learn the capabilities of the binary without running the actual executable.</li> <li>4. It should able to give threat perspective by evaluation different attributes.</li> </ol>
23	General requirements	It should be able to work windows 7 platform or higher.
24	Warranty Support	Three years warranty and updates from the date of supply
25	Licensing Details	<ol style="list-style-type: none"> <li>1. It should be operated with a USB software license dongle.</li> <li>2. The License should exclusively in the name of the user and the certificate from OEM should be provided at the time supply mentioning the validity dates.</li> </ol>

26	Regular Updates/Patch management	<p>1. The product should be supported at least three years. The OEM should provide support for OS/File systems released by different manufactures that may come during the warranty period and accordingly upgrade the tool for data recovery for these devices.</p> <p>2. The periodicity of such updates (If Any) should be mentioned in quotation</p>
27	Training	ACE Certification should be provided to 5 persons

### (e) Disk Forensic Software with Scripting Support

Description-Disk forensic tools for indepth examination of digital storage media.

Sr.No.	Parameters	Specifications
1	Imaging	<p>1. Should able to take image of memory devices The improved Ex01and Lx01 file formats, built on E01 and L01 formats, should be supported for increased performance and optimized data management.</p> <p>2. Should able to take live dump of RAM.</p> <p>3. Should able to Display detailed information about the evidenceacquired from a Smart device. Report includes abilityto export KML data. Acquire data from devices runningatleast the following operating systems. Apple's iOS, Google's Android™ OS, Rim's Blackberry™ OS, HP's Palm™ OS, Nokia Symbian, Microsoft's Windows Mobile OS</p>
2	Should Analysis	Evidence Processor should include: Automate common tasks associated with preparing evidence for investigation should include:
3		Recovered Folders
4		File Signature Analysis
5		Protected File Analysis
6		Hash Analysis including but not limited to(MD5 and SHA-1)
7		Expand compound files
8		Find Email (PST, NSF, DBX, EDB, AOL, MBOX)
9		Find Internet Artefacts (IE, Firefox, Safari)
10		Search for Keywords
11		Index
12		EnScript Module Processing: It should incorporate the following modules by default in the processor
13		System Info Parser
14		IM Parser (AOL, MSN, Yahoo)

15		File Carver
16		Personal Information (CC, Phone Numbers, Email, SSN)
17		Windows Event Log Parser
18		Windows Artefact Parser
19		Unix Login
20		Linux Syslog Parser
21		Customization of EnScript Module Processing
22		New Indexing Engine: Optimized for the forensic examiners needs with robust query language, Deep Forensic Analysis
23		New Supported Files: EXT4, HSFx o Microsoft Office 2010 o iOS Physical Images (iPad, iPhone, iPod)
24		Should support Checkpoint/Point sec Full Disk Encryption. Existing & encryption product support updated
25		New E-Mail Investigation Platform: E-mail investigations are now as easy as reading email in an inbox. Added capabilities to review e-mail conversations and related messages to uncover context and identify all individuals related to the case.
26		Tagging: Create custom tags and apply to any file, including hash records, to enable easy export of files for review by others.
27		Unified Search: Now search across the entire case from one easy to use, flexible, and powerful search interface. Incorporate the index, keyword search results, and tags into a single search.
28		Customizable Templates: Create custom report templates for consistent reporting for every case
29		Formatting: Choose formatting for each section of the report, tailoring the representation of finding to meet the audience's needs.
30		Easy Export Options: Save reports in any of the following formats: Text / RTF (opens in Microsoft Office) / HTML / XML / PDF
31		Customizable Templates: Create custom report templates for consistent reporting for every case
32	General requirements	It should be able to work windows 7(64 bit) platform and Higher Version.
33	Portability	Should support work in live memory analysis in fields and also have a triage facility.
34	Warranty Support	Three years warranty and updates from the date of supply
35	Training	OEM Certified training for 3 persons



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<b>(f) Forensic Data Analysis Tool</b>		
<b>S.No.</b>	<b>Parameters</b>	<b>Specifications</b>
1	Software Features	Should be able to ingest data taken from hard drives, smart phone dumps, memory cards, webmail services such as Hotmail and Gmail accounts, and corporate repositories such as Lotus Notes, Microsoft Exchange and Microsoft SharePoint
2		Should be able to do evidence pre-filter on the basis of folder selection and MIME type to quickly examine only useful information in case
3		Should have precise skin tone analysis to analyse data sets of any size to locate inappropriate images with advanced Image colour analysis features such as black and white, grey scale, tinted monochrome and full colour detection
4		Should be able to ingest and recover deleted data from E01, L01, and DD images directly created from FAT-12 FAT-16, FAT-32 and NTFS file system volumes
5		Should have capability to interactively search and filter data using the complete search syntax with multiple criteria simultaneously
6		Should be able to drill down into full metadata with custom metadata addition facility
7		Should be able to create material for external presentation by printing graphics to a local printer, exporting graphics to PNG, JPG, PDF or SVG formats and exporting tabular data to PDF or Microsoft Excel.
8		Should have facility to identify and filter the items on the basis of language (including Indian languages)
9		Should have Event Map graphical representation to track communication quickly in smart way to understand when, who and whom
10		Should be able to provide Network view to understand the number of communication threads
11		Should be able to hide/show immaterial items through single click
12		Should be able to de-duplicate on custodian basis or over all case
13		Should be able to show similar and duplicate copies of items
14		Should be able to show the difference between similar files with one click of mouse
15		Should be able to ingest and analyse .XRY, Oxygen Forensic and UFED case files
16		Should have capability to search items through MD5 hash and multiple keywords list.
17		Should have manual and bulk reduction feature.

18		Should be able to add multiple type evidences such as Hard Drive Image, POP/IMAP mail store, Mobile Phone Dump, DD/E01 Image, Folders in single case to co-relate activity in all evidences
19		Should be able to decrypt Lotus Notes data on the fly with the help of ID Files and Passwords
20		Should have option to calculate processing size up-front.
21		Should be able to combine multiple cases for finding correlation among the suspects
22		Should be able to extract source data directly from an Exchange server, Amazon S3 buckets and SharePoint.
23		Should be able to summarize document in five sentences and create topic modelling on the basis of 7 most frequent words
24		Should have inbuilt facility to OCR the unsearchable document to make them searchable.
25		Should be able to extract thumbnails from a movie file supported by ffmpeg.
26		Should be able to analyse the case with next generation enhanced visual analytics interface to display the data in dynamic charts i.e. column, pie, bar and line charts
27		Should provide workflow automation to run multiple activities i.e. culling, exporting, reporting and tagging in single click of mouse.
28		Should be able to build reports including item date trending, MIME types, item kind by date. tagged items, pivot report, locations report and search hit report
29		Should be able to travel back and forth between recently viewed visualizations as well as activities and work flows investigator have run
30		Should be able to send email updates on desired email address as each workflow activity completes
31		Should be able to apply flexible security control on review's i.e. entire cases. specific items and application features such as tagging
32	Data Processing	4 Core Unlimited Data Processing
33	Warranty Support	Three years warranty and updates from the date of supply
34	Licensing Details	1. It should be operated with a USB software licensedongle. 2. The license should exclusively in the name of the user and the certificate from OEM should be provided at the time supply mentioning the date of validity.
35	Regular Updates/Patch management	1. The product should be supported at least three years. The OEM should provide features that may come during the warranty period and accordingly upgrade the tool for data recovery and analysis 2. The periodicity of such updates (If Any) should be mentioned in quotation
36	Training	OEM Certified Training should be imparted on basic fundamentals as well as hands on training to familiarize with all the functionality of the tool for 3 persons.

**CHAPTER – 5**

**PROFORMA FOR PRICE SCHEDULE**

(Attach with Price Bid)

**TENDER FOR PROCUREMENT OF HARD DISK/MEMORY FORENSIC/ANALYSIS TOOLS FOR USE IN NATIONAL CYBER FORENSIC LAB, CYPAD, SPL. CELL, DELHI POLICE.**

S. No.	Description of work/item	Qty.	Unit Price In Indian Rupees	G.S.T. on Unit Price In Indian Rupees	Total Unit Price FOR Destination (In Indian Rupees)	Total Extended Price FOR Destination including Taxes, Levies, Duties and others Charges  [In Indian Rupees]
1	2	3	4	5	6	7
1.	Hard Disk/Memory Forensics/ Analysis Tools	1				
2.	CAMC Charges for 1 <sup>st</sup> year	1				
3.	CAMC Charges for 2 <sup>nd</sup> year	1				
Total						

**NOTE: - 1. RATE SHOULD BE OFFERED ONLY FOR ENTIRE APPLICATION.**

- 2. LOWEST BID(L-1) WILL BE DECIDED ON THE BASIS OF OVERALL TOTAL BID AMOUNT OF HARD DISK/MEMORY FORENSICS/ ANALYSIS TOOLS ALONGWITH CAMC AND WHOSE BID IS TO BE FOUND RESPONSIVE.**
- 3. OPTIONAL BID WILL NOT BE ENTERTAINED AS CLARIFIED IN CLAUSE NO.1.6 OF CHAPTER-1 (INSTRUCTIONS TO BIDDERS).**
- 4. NO CONDITIONS SHOULD BE INSERTED IN THE PRICE BID AS CLARIFIED IN CLAUSE NO. 1.5 OF CHAPTER-1.**

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and product to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the product detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the EXCEL Sheet of Price Schedule file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

\*\*\*\*\*

**CHAPTER-6**  
**Contract Form**

**CONTRACT No.** \_\_\_\_\_.

This Contract made on the \_\_\_ day of \_\_\_\_\_, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through the Deputy Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s \_\_\_\_\_ a Company incorporated under the Companies Act, 1956 and having its office at \_\_\_\_\_ (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

**WHEREAS**

- A.** The Purchaser is desirous to procure \_\_\_\_\_ for Delhi Police and had sought a commercial offer for the supply of the System.
- B.** With respect to the enquiry issued by the Purchaser \_\_\_\_\_, the Supplier had submitted its Price Bid dated \_\_\_\_\_.
- C.** The Purchaser has accepted the Supplier’s Price offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- -- for the supply of the product and associated services at a total cost of Indian Rs.\_\_\_\_/- (Indian Rupees \_\_\_\_\_only).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.

**2. CONTRACT DOCUMENTS:**

- 2.1 The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -

Exhibit-A: Tender enquiry No.\_\_\_\_\_ dated \_\_\_\_\_

Exhibit-B: Supplier’s price offer dated \_\_\_\_\_

Exhibit-C: Supplier’s written clarification and confirmation letter dated \_\_\_\_ (if any)

Exhibit-E: Purchaser’s Letter of Intent No\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

2.2 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **SCOPE OF WORK:** The Scope of Work shall include supply, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of product at Purchaser's Delivery Site, any other services associated with the delivery of product, providing warranty services for the entire product.

#### 4. **CONTRACT PRICE**

4.1 The prices for supply of the product and other associated services is detailed specifically in the Supplier's price offer (Exhibit-B) read with Supplier's written clarification and confirmation letter dated \_\_\_\_\_ Exhibit-C). The contract price is Indian Rs.\_\_\_\_/- (Indian Rupees \_\_\_\_\_only). This price excludes existing Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

4.2 Sales Tax @ ----- against form-D as applicable on items ----- of Exhibit-C of the Contract.

5. CONTRACT PERFORMANCE BANK GUARANTEE

6. PAYMENT SCHEDULE

7. DELIVERY

8. INSURANCE

9. INSPECTION AND TESTS

10. WARRANTY

11. DELAY IN THE SUPPLIER'S PERFORMANCE

12. LIQUIDATED DAMAGES

13. FORCE MAJEURE

14. PATENT INDEMNIFICATION

15. WAIVER

16. ASSIGNABILITY

17. SEVERABILITY

18. GOVERNING LAW

19. TERMINATION FOR DEFAULT

20. TERMINATION FOR INSOLVENCY

- 21. TERMINATION FOR CONVENIENCE
- 22. RESOLUTION OF DISPUTES

**(The clauses 5 to 22 shall be according to the Conditions of Contract in Chapter-2)**

**23. ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name: -----	Name: -----
Title:	Title: -----
Date:	Date:
For and on behalf of The President of India	For and on behalf of -----
Witness	Witness
Signature:	Signature:
Name:	Name:
Address:	Address: -----
Date:	Date:

**CHAPTER – 7**

**OTHER STANDARD FORMS**

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**ANNEXURE-C1**

**BIDDER PARTICULARS**

**(Attach with Technical Bid)**

1. Name of the Bidder :
  2. Address of the Bidder :
  3. Name of the Manufacturer(s) :
  4. Address of the Manufacturer :
  5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :
- Telephone :  
Fax :  
e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Date

**BID FORM**  
**(Attach with Technical Bid)**

Date: \_\_\_/\_\_\_/\_\_\_

To

The Deputy Commissioner of Police  
Prov. & Logistics,  
5, Rajpur Road,  
Delhi-110 054

Sir,

Having examined the Bid Documents of **TENDER FOR PROCUREMENT OF HARD DISK /MEMORY FORENSICS /ANALYSIS TOOLS FOR USE IN NATIONAL CYBER FORENSIC LAB, CyPAD, SPECIAL CELL, DELHI POLICE**

We, \_\_\_\_\_, offer to supply, delivery and installation of \_\_\_\_\_

**(Name of the Firm)**

**(Description of product and Services)**

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Price Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the Application as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Commercial Bank in a sum equivalent to 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ product under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER



**G U A R A N T E E**  
**(Attach with Technical Bid)**

To

The Deputy Commissioner of Police,  
Prov. & Logistics,  
5,Rajpur road,  
Delhi-110054.

**REF: TENDER FOR PROCUREMENT OF HARD DISK /MEMORY FORENSICS /ANALYSIS TOOLS FOR USE IN NATIONAL CYBER FORENSIC LAB, CyPAD, SPECIAL CELL, DELHI POLICE.**

Sir,

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the product, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the product which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE AND SEAL OF BIDDER

SIGNATURE OF THE WITNESS

DATE \_\_\_\_\_

**BID LETTER**  
**(Attach with Technical Bid)**

To  
The Deputy Commissioner of Police,  
Prov. & Logistics,  
5, Rajpur road,  
Delhi-110054

Ref: **TENDER FOR PROCUREMENT OF HARD DISK /MEMORY FORENSICS  
/ANALYSIS TOOLS FOR USE IN NATIONAL CYBER FORENSIC LAB, CyPAD,  
SPECIAL CELL, DELHI POLICE.**

Sir,

We declare:

1. a) That we are manufacturers / authorized distributors of \_\_\_\_\_.  
b) That we/our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
  2. We hereby offer to supply the product at the prices and rates mentioned in the Price Bid at **Chapter 5**.
  3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply of the product** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
  4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at all the location (site) to be indicated by Delhi Police.
  5. We attach herewith the complete Price Bid as required by you and also attached the Check List.
  6. We agree to abide by our offer for a period of **365 days** from the date fixed for opening of the Price Bids and that we shall remain bound by a communication of acceptance within that time.
  7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
  8. Certified that the Bidder is:  
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.  
or  
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.  
or  
a company and the person signing the tender is the constituted attorney.
- NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.**
9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Details of enclosures:

Signature of the Bidder  
Full address:  
Telephone  
Fax No.  
Mobile No.  
Email address:

**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No \_\_\_\_\_  
Ref \_\_\_\_\_

Date \_\_\_\_\_

To,

The Deputy Commissioner of Police,  
Prov. & Logistics,  
5, Rajpur Road,  
Delhi-110 054

Dear Sir,

In consideration of the Dy. Commissioner of Police (Prov. & Logistics, Delhi (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s \_\_\_\_\_ with its Registered/ Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No. \_\_\_\_\_ dated \_\_/\_\_/\_\_ entering into a formal contract to that effect with the Purchaser on \_\_\_\_\_ vide Agreement No. \_\_\_\_\_ (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_\* \_\_\_\_\_ Ten percent of the said value of the Contract to the Purchaser.

We \_\_\_\_\_ (Name & Address of the bank) having its Head office at \_\_\_\_\_ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs \_\_\_\_\_\* \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or

security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding.

- a) any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or
- c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We \_\_\_\_\_ hereby agree and undertake that any claim which

(indicate the name of bank)

the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs\_\_\_\_\*\_\_\_\_and it shall remain in force upto and including\_\_\_\_\_\*\*\_\_\_\_\_and shall be extended from time to time for such further period as desired by M/s\_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019\_\_\_\_\_ at

WITNESS

(Signature)\_\_\_\_\_

(Signature)\_\_\_\_\_

(Name)\_\_\_\_\_

NAME\_\_\_\_\_

(Banker's Rubber Stamp)\_\_\_\_\_

(Official address)\_\_\_\_\_

Attorney as per Power of Attorney\_\_\_\_\_

\* This sum shall be ten percent (10%) of the Contract Price.

\*\* The date will be 03(three) year and six months from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

**TENDER ACCEPTANCE LETTER**  
***(To be given on Company Letter Head)***  
**(Attach with Technical Bid)**

**Date:** \_\_\_\_\_

**To,**

The Deputy Commissioner of Police,  
Prov. & Logistics, 5, Rajpur Road,  
Delhi-110 054

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender/Work: -**

**TENDER FOR PROCUREMENT OF HARD DISK /MEMORY FORENSICS /ANALYSIS  
TOOLS FOR USE IN NATIONAL CYBER FORENSIC LAB, CyPAD, SPECIAL CELL,  
DELHI POLICE.**

**Dear Sir,**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)