

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

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

TENDER NOTICE NO. 599/CSA (Q-1A)/DCP/P&L/2020.

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 Case Management System with Accessibility on Network 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 **10.01.2020 at 1300** 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: acpcs@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 **08.01.2020**. The queries received after stipulated date & time will not be entertained under any circumstances.
- 2.4 **Bid submission** will be tentatively started online from **13.01.2020** (only after uploading the result of Pre-bidders meeting). Bid submission will be closed on **06.02.2020 at 1200 Hours**.
- 2.5 **Technical bids** will be opened online on **07.02.2020 at 1300 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.4,50,000/-** (Rupees Four Lakh Fifty Thousand 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* and two year CAMC after 03 years guarantee/warrantee period.

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.4,50,000/- (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 and two years CAMC after 03 years guarantee /warrantee period.

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 15th 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 as per Annexure-C-7.

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 OF CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK FOR USE IN NATIONAL CYBER FORENSIC LABN, CyPAD, SPL. CELL, DELHI POLICE SHALL BE AS FOLLOWS:

Sl. No.	Item Name/Description	Quantity
1.	CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK	1

* * * * *

CHAPTER -4

TECHNICAL SPECIFICATIONS FOR PROCUREMENT OF CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK FOR USE IN NATIONAL FORENSIC LAB, CyPAD, SPECIAL CELL, DELHI POLICE:-

Case Management system with accessibility on network

Forensic Acquisition, Analysis, Case Management, Evidence Storage, Data Archival, Password Recovery and Forensic Software sharing Solution

Solution should meet or exceeds below Specifications:

Forensic Data Center – Rack Mount SERVER Module

Processor

Dual Intel Xeon 4116 2.1 GHz 12 core CPU, 16.5 MB cache

Chipset

Intel C621

Memory

128 GB PC4-21300 DDR4 2666 MHz ECC

Software

SUSE Linux Enterprise Server
Symantec Ghost

Hard Drive Storage

100 TB internal RAID array (80 TB RAID 6, 10 x 10TB drives)

DVD/CD/Blu-ray

BD-R/BD-RE/DVD±RW/CD±RW Blu-ray burner, dual-layer combo drive

Networking

2 port Intel 10 GbE network adapter (RJ45 copper)

Expansion / Connectors

6 USB 3.1 ports
10 USB 3.0 ports
4 USB 2.0 ports

Power

1200 Watt modular power supply

Chassis

4U rackmount

Forensic Data Center – Rack Mount Forensic Workstation Module

Processor

Intel Core i9-7900X 3.3 GHz (4.3 GHz Turbo) 10 Core CPU, 13.75 MB cache

Chipset

Intel X299

Memory

64 GB PC4-21300 DDR4 2666 MHz

Software

Microsoft Windows 10 Pro 64-bit
OpenSUSE Linux
Symantec Ghost

Hard Drive Storage

Operating System - 512 NVMe SSD
Database/Cache/Temp – 512 GB SSD SATA III
Case/DATA – 10 TB 7200 RPM SATA III

Drive Bays

4 x 2.5" SATA drive bay chassis
1 x 2.5/3.5" SATA, shock mounted, removeable
1 x hot-swap USB 3.1 connected SATA, shock mounted, removeable

DVD/CD/Blu-ray

BD-R/BD-RE/DVD±RW/CD±RW Blu-ray burner, dual-layer combo drive

Forensic Imaging / Write Blocking

Forensic bridge – write blocks SATA, SAS, IDE, USB 3.0/2.0/1.1, FireWire, and PCIe SSD storage devices.

Touch screen UI support local, on-screen access to device information:

- Storage media details
- LUN selection
- Management of protected regions
- File system partitions (independent of OS)

Supports simultaneous and sequential forensic imaging. Hot swapping on all but PCIe devices

Drive Cooling

Retractable imaging work-shelf and cooler

Media Card Reader

Forensic Media Card Reader – user selectable RO/RW

Networking

Dual Intel 10/100/1000 Mbps gigabit Ethernet adapters
1 port Intel 10 GbE network adapter (RJ45 copper)

Expansion / Connectors

2 USB 3.1 Type C ports
3 USB 3.1 ports
11 USB 3.0 ports
4 USB 2.0 Type C ports

Storage Controllers

8 x Intel 6 Gb/s SATA controller
2 x Intel M.2 x 4 PCIe Socket
2 x U.2 connector

Audio

Realtek ALC2250 8-channel high definition audio CODEC featuring Crystal Sound 2

Power

1200 Watt modular power supply

Chassis

4U rackmount

Forensic Data Center – Rack Mount RAID/ SAN Module

Base Internal RAID

Master Unit – 160 TB RAID array module (140 TB RAID 6)
16 bay, 3U rackmount RAID enclosure (multilane SAS attached)
16 – 10 TB 7200 RPM HDDs in hot-swap removeable trays

Power

Dual redundant 460 Watt power supplies

Chassis

3U rackmount

Forensic Data Center – Rack Mount Network Module

Switch

10 Gigabit copper
1 fully managed, line-rate 10G copper Base-T switch.
Supports up to 48 10G Base-T RJ45 and 4 SFP+ ports

Patch Panel

Two (2) 24 port CAT 6A for a total of up to 48 panel ports

Cables

Two (2) x 25 x 1 ft. for a total of 50 cables

Chassis

3U rackmount

Forensic Data Center – Rack Mount Display/ Access Module

Monitor / Keyboard

19 inch LCD rackmount display with integrated keyboard / trackpad

KVM

8 port KVM switch with IP remote access

Cables

KVM cable set – 2 USB, 1 P/S2

Chassis

1U rackmount

Forensic Data Center – Rack Mount System Backup Module

Tape Changer

LTO-8 Ultrium Drive, 24 slot library, SAS interface

Media Set

LTO-7 media
15 data media cartridges (6TB / 15TB capacity)

Software

Compatible backup software

Chassis

2U rackmount

Forensic Data Center – Rack Mount Password Accelerator Module

GPU Cards for Acceleration

4 x Nvidia RTX2080Ti 11 GB Cards with minimum 4352 CUDA Cores

Processor

Silver 4110 CPU 8 Core 2.1 GHz

Memory

64 GB

Drive

512 GB SATA Solid State Drive

OS

Windows 10 Pro 64 bit

Software

Pre-loaded Password Recovery Software – Software to decrypt 280+ file-types with 5 Agents

Forensic Data Center – Management Utilities

Workstation Prep

Software to prepare a stock workstation for use with Data Center

Image Management

Software to Create and maintain functional images of workstations

Drive Mapping

Software for Forensic workstation drive mapping and time sync

Disaster Recovery

Software for recovery of the server to a known good state

SMS Communications

Notifies designated parties of a system warning or critical event via SMS text

Remote Forensic Access Software

Software to provide direct, live, read-only access to the remote target computer's disks, volumes, and in certain cases physical memory. All access should be of the physical level with no file level locking, should give access to any and all content on the remote target, including protected system content (Registry files, Email PSTs, Database Files, etc)

Vendor Neutral Software to work on cross OS platforms with variety of Forensic Software Tools

Should support for AES 256-bit Encryption for connections

Should works with all RAID disks, physical drives, logical volumes, and physical memory

Dual dongle solution to place a licensing dongle in both the Forensic Data Centre Machine and subject machine for secure remote write blocked access

Bidder's Criteria

Product Offered should be of International Repute & Brand and should not be assembled Machine

Product should be existing Product at the time of Bidding with at-least 1 Installation in India

Bidder should have OEM trained Manpower for Product Installation and support, supporting document for the same to be attached

Bidder should be OEM or direct Authorized Distributor in India. In case of Distributor; OEM/ Manufacturer's Authorization for Supply and Service should be attached with the Tender

Product Installation and Orientation training to be conducted by OEM/ Manufacturer of the Product not by the Bidder in case Bidder is not the OEM/ Manufacturer

CHAPTER – 5

PROFORMA FOR PRICE SCHEDULE

(Attach with Price Bid)

TENDER FOR PROCUREMENT OF CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK 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.	CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK	1				
2.	CAMC Charges for 1 st year	1				
3.	CAMC Charges for 2 nd 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 CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK 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

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 CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK 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 CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK 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 CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK 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 _____

Date _____

Ref _____

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 CASE MANAGEMENT SYSTEM WITH ACCESSIBILITY ON NETWORK 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)

**(Format of Integrity Pact)
(TO BE ATTACHED WITH TECHNICAL BID DULY FILLED, STAMPED AND SIGNED ON
EACH PAGE OF THE PACT)**

PRE CONTRACT INTEGRITY PACT

Between

_____, a company incorporated under the relevant law in the matter and having its registered office at _____, hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at _____ represented by Shri _____, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for ----- (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. _____

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the Employer

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

2.0 **Commitments of the Bidder(s)/Contractor(s)**

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 2.13 The Bidder/supplier shall follow all rules and regulations of India.

3.0 Previous Transgression

- 3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India and in _____(*Employer's country*).
- 3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" and initiate all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
 - (iv) To encash the Bank guarantees, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.

- (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in Employer’s country.

5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder / Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

6.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact

on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word 'Monitor' would include both singular and plural.

7.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 Changes and supplements as well as termination notice need to be made in writing.

9.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The Parties hereby sign this Integrity Pact at _____ on _____.

Employer

Name of the Officer

Designation

Designation

Place-----

Date-----

Witness1. _____

(Name and address)

Bidder

(Authorized Person)

(Name of the Person)

Place-----

Date-----

Witness1. _____

(Name and address)

