



**Government of India
DIRECTORATE OF ENFORCEMENT**

ENFORCEMENT DIRECTORATE

HQRS OFFICE

6th Floor, Lok Nayak Bhawan, Khan Market, New Delhi – 110003.

Open Tender Notice No. HQ/CL/Examiner of ER/2016/20

Dated: 16/11/2021

Tender documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission” No manual bids will be accepted. Both Technical and Financial bids should be submitted through e-procurement portal.

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 Separate bids are invited in two bid system – (i) Technical Bid & (ii) Financial Bid from manufacturers or their authorized distributors or dealers including Government/Semi-Government Organizations, Public Sector Undertakings for setting up and maintenance for a period of 3 years of following **Equipments/Items of Cyber Forensic Lab of Enforcement Directorate, at National Forensic Sciences University, Gandhinagar, Gujarat-382007** (hereinafter referred to interchangeably as the “Equipments” or the “Items” or the “Goods” or the “Stores” or the “System” or the “Licenses”) as per the Technical Specifications (**Chapter-3**) in this document:

Sl. No.	Description of Items/Equipments	Quantity
1.	Encase Network	2

2.	Password Recovery Tool	1
3.	UFED 4 PC	2
4.	Forensic Imager	2
5.	Forensic Workstation	3
6.	Forensic Server	1
7.	NUIX	1
8.	KNOVOS Suit with Hardware	1
9.	UPS	1

- 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 goods. No request for the change of price or time schedule of delivery of Goods 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 will not to be entertained and summarily rejected. The firm should have to quote only one model. The option either in model or in rates will not be accepted and the tender will be rejected straightway.
- 1.7 Bids not accompanied with the Application Fee and Earnest Money will be rejected straightway.
- 1.8 The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
- 1.9 The tender will be rejected straightway without assigning any reasons if the firm/company or their owners/partners/directors etc. is/are involved in any Criminal Case.
- 1.10 Foreign firm can participate in the tender through their authorized agents appointed in India. No foreign company shall be entertained directly.
- 1.11 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 1.12 Bidders are allowed to submit bids for one or more item(s).

2. Schedule of Tender:

- 2.1 Bid submission will be tentatively started from 24/11/2021 at 1600 Hours and will be closed on 13/12/2021 at 1600 Hours.
- 2.2 Application fee of **Rs.500/-(Rupees Five Hundred Only)** shall be paid through RTGS/NEFT. The Account details are as under:-

Name of the Bank Account : Pay and Accounts Office, Department of Revenue, Ministry of Finance.

Account Number : 50311112621.

Name of Bank : Indian Bank.

IFSC Code : IDIB000P582

MICR Code : -----

It is mandatory that UTR No. is provided in the on-line quotation/bid. **The application fee is non-refundable.** The Bidder registered with National Small Industries Corporation (NSIC) is exempted from submitting/depositing the application fee. The bidder shall have to enclose documentary proof to authenticate their firm's registration with NSIC for the specific items to avail this exemption. **Failure to submit the tender fee would result in rejection of the bid.**

- 2.3 **The technical bids will be opened at 1100 Hrs. on 15/12/2021 in the Conference Hall, Enforcement Directorate, 6th Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 110003. The bidders or their authorized representatives may be present, if they so desire.**
- 2.4 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.
- 2.5 As part of Technical Evaluation of Bids, the Bidders shall arrange presentation and live demonstration of their quoted Equipments/Items **within a period of 5-7 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 their quoted equipment/items 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 give live demonstration of their quoted equipment/item within 05 days from the date of opening of the Technical Bid.**
- 2.6 The bidders will be short listed after evaluation of the technical bids, who will meet the technical specifications and successful demonstrations of

equipments as per chapter 3, and the short listed bidders will be intimated accordingly. The decision of the technical committee on technical suitability of the offer shall be final and shall not be open for discussion. After examining the technical specification and seeing the demonstration on performance, in case the Technical Committee feels that a bid does not meet the criteria of specification on performance, the Technical Committee shall record the shortcomings in specification on performance of the bid in its minutes for not accepting the bid.

2.7 The financial bids of the short-listed bidders will be opened in the Conference Hall, Enforcement Directorate, 6th Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 110003 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.

2.8 The bidder who has the lowest bid as per the requirement in Para 12 of chapter 1 will be selected and will be awarded the contract.

2.9 If single bid is received the competent authority will decide on the criteria as per **Rule 173 (xix and xx) of General Financial Rules, 2017**.

3. **Instructions for submission of bids online:**

As per the directives of Department of Expenditure, this tender document has been uploaded/published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bid 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.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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/e-Mudhra etc.), with their profile.
- 5) 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

DSCs to others which may lead to misuse.

- 6) Bidder then logs into the site through the secured login by entering their user ID/password and the password of the DSC/eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) 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.
- 2) 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.
- 3) 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.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 1) 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.
- 2) 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.
- 3) 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 "MySpace" 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.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bids submissions 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.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “on-line” to pay the tender fee as applicable and enter details of the instrument. Whenever, Tender fees are sought, bidders need to pay the tender fee separately on-line through RTGS.
- 4) A standard BoQ 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 BoQ file, open it and complete the white colored (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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server 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.
- 6) 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 128bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) The bid summary has to be printed and kept as an acknowledgment of the submission of bid.
- 10) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) 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.
- 2) 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 2337315.

OTHER GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
 - 2) Possession of a Valid ClassII/III Digital Signature Certificate(DSC) in the form of smartcard/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app.Digital> Signature Certificates can be obtained from the Authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
 - 3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.
3. **Delivery and Installation:** Delivery, installation and testing of the equipments at Cyber Forensic Lab of Enforcement Directorate at National Forensic Sciences University, Gandhinagar, Gujarat-382007 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 vary quantities at the time of placement of Supply Order/Signing of Contract:** The Purchaser reserves the right to vary the quantities and/or split the order among the selected Bidders, in case the L-1 rates are the same.
 5. **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.
 6. **Bidder Eligibility/Qualification:**
 - 6.1 The "**Bidder**" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder should be either the manufacturer/OEM of the stores as mentioned in Chapter-1 (Para-1.1), for which documentary proof be submitted for their registration with any govt. authority like Ministry of Industries- G.O.I., DGS&D, NSIC etc. or his duly authorized distributor/dealer, in which case he shall submit authorization from OEM/Manufacturer for which he shall also submit the manufacturing proof issued to their OEM/Manufacturer by any govt. authority like Ministry of Industries- G.O.I., DGS&D, NSIC etc.
 - 6.2 The Bidder should have an average annual turnover of **Rs. 1 Crore** or above for the last three years. The Bidder should have executed similar

projects in the past. Documents in support of these will required to be furnished along with the Technical Bid.

- 6.3 The bidder who gets the highest value of order will be the system integrator and the others must cooperate with him in the process of installation, coordination and maintenance of the equipments, an undertaking to this effect may be submitted by the bidder on it letter head.

7. Bid Security (Earnest Money):

- 7.1 Bid Security Deposit (Earnest Money) of **Rs. 5,00,000/-(Five lakh only)** shall be deposited by the bidder with the technical bid 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 Deputy Director (Admn.), Enforcement Directorate, Hqrs., New Delhi. **Failure to do so will result in the rejection of the bid.**

- 7.2 The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) may be exempted from depositing of Earnest Money. The bidders shall have to attach documentary proof to authenticate their firm's registration with these organizations for the specific item to avail this exemption.

- 7.3 The Bid Security (Earnest Money) shall be valid for forty five 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.

- 7.4 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.

- 7.5 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**.

- 7.6 Bids not accompanied by Earnest Money or if bidder fails to submit the documentary proof to authenticate their firm's registration with NSIC or DGS&D would be summarily rejected.

8. **Period of Validity of Bids:** Bids shall remain valid for **180 days** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

9. **Registration with GST Department:** The bidders should be registered with the Goods & Services Tax Department, with respect to Goods & Services

Tax and shall furnish the copies of the same with their Technical Bid alongwith their latest Goods & Services Tax deposit receipt/challan/return.

10. Terms and conditions of Tendering Firms:

- 10.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 10.2 The “Tender Acceptance Letter” (Annexure-C6 of Chapter-6) duly signed & stamped by the bidder should be attached with the technical bid.
- 10.3 Bidder must state categorically whether or not his offer conforms to the specifications given in Chapter 3, clearly specify deviation, if any, of the tender.
- 10.4 Bidder must also provide all upgrades/updates and support in respect to software during the warranty & guarantee period and in the AMC period.
- 10.5 Bidder will need to submit the Pre Contract Integrity Pact as per Annexure-C7 of Chapter-6 alongwith the Technical Bid.
- 10.6 Bidder is required to submit an undertaking as per the clause mentioned at Para 6.3 of Chapter 1.

11. Bid Requirements:

- 11.1 The Bidder must quote for the required quantities item wise as listed under the Schedule of Requirements (**Para 1.1 of Chapter-1**) in the Price Schedule format, **Chapter-4** 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 or Fixed Deposit Receipt from any commercial bank for 03% of the Contract Price, at the time of award of Contract as per the prescribed proforma (Annexure-C6 of Chapter-6 & Clause 2 of Chapter-2).
- 11.3 All the bidders participating in the tender must attach copy of the list of their owners, partners, directors etc. and also attach the 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 having any criminal case registered against it 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-4**) attached to these documents the Unit Prices and total Prices of the Goods it proposes to supply under this tender in the following manner:-

- I. Unit Price in Indian Rupees
- II. Goods & Services Tax in Indian Rupees.
- III. Other Govt. levies on Unit Price in Indian Rupees, if any.
- IV. Incidental charges on Unit Price in Indian Rupees, if any.
- V. Total Unit Price in Indian Rupees.
- VI. Total Extended Price FOR destination including Taxes, Levies, Duties and others Charges, in Indian Rupees.
- VII. AMC Charges for 02 years after the expiry of Warranty/Guarantee of three (03) years, in Indian Rupees.

Note: Optional rates shall not be considered and the bid shall be rejected.

- 12.2 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 12.3 It should be noted that payment by the Purchaser towards other Govt. levies/incidental charges, if any, would be made at actual against documentary proof submitted by the Contractor/Supplier. The contractor would provide appropriate Goods & Services Tax forms applicable to the purchases made on behalf of Government of India.
- 12.4 The supply/billing should be made from the firm/place of C.S.T/ST/VAT Registration/place of GST Registration/Work Contract Registration.
- 12.5 The Purchaser will make all payments, under this contract, in Indian Rupee.
- 12.6 The bidder should ensure that the prices are quoted in line with the price schedule leaving no column blank. After opening of the financial bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

13. GUARANTEE/WARRANTY & AMC

- 13.1 The Bidder shall provide onsite comprehensive Guarantee/Warranty for all goods/equipment at least for a period of **03(Three) Years** from the date of final acceptance of the equipment and also provide comprehensive Annual Maintenance of the entire equipment for all **02(Two) Years** after expiry of the warranty/guarantee period of **03 years**.
- 13.2 Bidder must provide all upgrades/updates and support in respect to softwares/hardwares during the warranty & guarantee period.
- 13.3 **AMC is to be considered as a loading factor and a criterion for deciding the lowest bidder.**
14. Attention is invited to the Public Procurement (Preference to Make In India), Order 2017 & its amendments issued by Government of India with a view to support the Indian Industries. Accordingly, the "Purchase Preference" is applicable to "Class-I Local Supplier" for the goods/services/works covered in the tender, subject to the terms and conditions issued by the Government of India.

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

a) Technical Bid: Comprising of the following and to be filled on the format sheets provided in each Tender Document. This is mandatory:

- i. Application Fee of Rs.500/- (Clause 2.2, Chapter-1).
- ii. Earnest Money Deposit (Clause-7 of Chapter-1).
- iii. Certificate as per clause 2.6 of Chapter-1.
- iv. Proof for EMD Exemption (Clause-7.2 of Chapter-1).
- v. Copies of GST Regn. Certificates (Clause-9 of Chapter-1).
- vi. Copies of Latest GST deposit receipt/challan/return. (Clause-9 of Chapter-1).
- vii. Tender Acceptance Letter (Clause-10.2 of Chapter-1).
- viii. List of the firm's owners/partners etc. (Clause 11.3 of Chapter-1).
- ix. Certificate for non-blacklisting of firm and non-registration of criminal case, as per clause 11.3 of Chapter-1.
- x. Certificate as per clause 9.11 of Chapter-2.
- xi. Certificate as per clause 11.1 of Chapter-2.
- xii. Schedule of Requirements (Chapter-3).
- xiii. Technical Specifications of the Goods/Stores (Chapter-3).
- xiv. Bidders Particulars (Annexure C1 of Chapter-6).
- xv. Bid Form (Annexure C2 of Chapter-6).
- xvi. Guarantee/Warranty (Annexure C3 of Chapter-6).
- xvii. Bid Letter (Annexure C4 of Chapter-6).
- xviii. All technical brochures/documents relevant to the Bid.
- xix. Documents in support of turnover (Para 6.2 of Chapter-1)
- xx. Pre Contract Integrity Pact (Para 10.5 of Chapter-1)
- xxi. Certificate as per clause 8.2 of Chapter-2.
- xxii. Undertaking in support of Cooperation with the System Integrator (Para 6.3 of Chapter – 1).
- xxiii. OEM Authorization Certificate.

b) Financial Bid: Price Schedule Chapter-4 & AMC Rates for 02 years after Guarantee/Warranty Period of 03 years to be filled in accordance with the formats provided in the Tender Document.

(ROBIN GUPTA)
DEPUTY DIRECTOR

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, finally selected Bidder shall sign the contract with the Purchaser. 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 & AMC 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 FDR or Bank Guarantee from a commercial bank for 03% of the value of the Contract price, as per the prescribed proforma(Annexure-C5 of Chapter-6), from a commercial Bank.
- 2.2 The Contract Performance Security will be in the name of the Deputy Director (Admn.), Enforcement Directorate, Hqrs., New Delhi-110003.
- 2.3 The initial 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 an AMC Performance Bank Guarantee equivalent to three percent (03%) 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 FDR or Bank Guarantee from a commercial bank.
- 2.6 The AMC Performance Security will be in the name of the Deputy Director (Admn.), Enforcement Directorate, Hqrs., New Delhi-110003.
- 2.7 The AMC Performance Security should be valid for 02(two) years and 06(six) months from the date of expiry of three years warranty. This will be released after the successful completion of the AMC 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 Goods:** The supplier shall notify the Purchaser about the delivery of the goods to the Delivery Site one week in advance of the expected date of partial or complete delivery.
- 3.2 The Supplier shall ensure that its representatives are present for the inventorisation of the Goods supplied under the contract failing which the

- Purchaser shall proceed with the inventorisation in the Supplier's absence and the Purchaser's inventorisation report shall be binding on the Supplier.
- 3.3 Payment shall be only made on receipt of Supplier's bill alongwith the satisfactory certificate from the Cyber Forensic Lab, Enforcement Directorate, NFSU, Gandhinagar, Gujarat - 382007 in all respect, the bill should be in Indian currency only. **No claim for interest on delayed payment will be entertained.**
- 3.4 The payment for AMC shall be made in four parts as follow:
- i) On completion of 6 Months of AMC - 25% of AMC Contract Amount
 - ii) On completion of 1st year of AMC - 25% of AMC Contract Amount
 - iii) On completion of 1.5years of AMC - 25% of AMC Contract Amount
 - iv) On completion of 2years of AMC - 25% of AMC Contract Amount
- 3.5 No advance payment shall be made.
- 4. Packaging, Forwarding & Shipment:** The Supplier shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.
- 5. Delivery& Installation:** Delivery, installation & testing of the equipments at Cyber Forensic Lab, Enforcement Directorate, NFSU, Gandhinagar, Gujarat - 382007 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.
- 6. Insurance:** The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 7. Inspection:**
- 7.1 The Purchaser shall have the right to inspect and/or test the goods for the conformity to the Contract Specification.
 - 7.2 Should any inspected or tested Goods fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser, as per the specifications of the Purchaser.
 - 7.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.
 - 7.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser.
 - 7.5 A document comprising of the technical problems faced during installation, and testing period and their solutions shall be submitted by the Supplier at the time of handing over the completed works to Deputy Director (Admn.), Enforcement Directorate, Hqrs., New Delhi-110003.

- 7.6 For the purpose of taking over the goods/system supplied, an Acceptance Test shall be carried out at the Purchaser destination site. The equipment that meets the acceptance test shall only be accepted by the Purchaser.
- 7.7 The installation shall not be deemed to have been completed unless all the Goods and System are accepted by the Purchaser.
- 7.8 Before the equipment is taken over by the Purchaser, the Supplier shall supply installation, operation, repair and maintenance manuals of the equipment/system. This shall include the (i) System Interface Drawings, (ii) System Interconnection and Block Diagrams, (iii) User Operation Manuals & (iv) Equipment Maintenance Manuals.
- 8. Guarantee/Warranty:**
- 8.1 The Supplier shall provide comprehensive on-site Guarantee/Warranty for all goods/equipment supplied under the Contract at least for a period of **03 (three) years** from the date of final acceptance of the equipment.
- 8.2 The Supplier must setup a maintenance base at location of Cyber Forensic Lab, Enforcement Directorate, NFSU, Gandhinagar, Gujarat - 382007 within a period of two months of the supply order to provide maintenance service, of the System being offered, "Efficiently and promptly". Certificate in this regard shall be attached by the Bidders with their technical bid.
- 8.3 If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the guarantee/warranty period.
- 8.4 The Supplier shall provide necessary Software updating/upgrades and support free of cost during the guarantee/warranty period and also during the period of AMC, if awarded.
- 8.5 The maintenance services, including spares shall be **free of cost** during the guarantee/warranty and AMC period.
- 8.6 During the term of guarantee/warranty the service/repair calls will have to be attended by the Supplier **within (02) two hours** from the time of such calls at the location of maintenance base and **within 12(twelve) hours** for other locations or off station calls.. The defective card/item/equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within a week duly repaired and an immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.
- 8.7 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 equipment during the guarantee/warranty Period.
- 8.8 Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 12**.
- 8.9 If the Supplier fails to repair or replace the defective Equipment/Item within the stipulated time, the Purchaser will be free to get the same

repaired/replaced from the market and its cost will be adjusted from the Supplier's Contract Performance Security.

9. Post-Warranty Services and Maintenance:

- 9.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the equipment, for a minimum period of two years after expiry of the warranty/guarantee period of three years. The bidder shall indicate the estimated life span of the quoted equipment.
- 9.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the entire equipment in the Price Schedule **Chapter-4** for two years after the expiry of the warranty/guarantee period of three years.
- 9.3 **The AMC rates will also be considered while deciding the lowest bidder.**
- 9.4 The payment towards AMC shall be payable periodically after successful completion of the maintenance service during that period, the period being not more than six months.
- 9.5 Under the AMC, the Supplier shall provide comprehensive maintenance services of the entire equipment including the spares and there shall be no hidden cost.
- 9.6 Preventive maintenance service of the equipment under AMC must be carried out once in three months.
- 9.7 During the period of AMC, the service/repair calls are to be attended by the Supplier **within two(02) hours** from the time of such calls at the location of maintenance base and within 12(twelve) hours for other locations or off station calls. The defective equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within, a week duly repaired and immediate substitute card/item/equipment will be provided by the supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of the Supplier.
- 9.8 Delays in attending the calls and or repairing the defective equipment beyond time limit given in this Clause, without providing the substitute, will attract penalties. AMC charges of the delayed period will not be paid if the delay is more than **06 hours** from the specified time limit on pro-rata basis.
- 9.9 If the Supplier fails to perform any of the Services of the Contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the Contract Performance Bank Guarantee/pending bills, as the case may be, by way of penalty, a sum equivalent to One (1) percent of the price of the AMC rates for each and every week (part of a week being treated as full week) of delay until actual performance, upto a maximum deduction of Five percent (5%) of the AMC charges, per complaint.
- 9.10 If the Supplier fails to repair or replace the defective card/item within the stipulated time, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the pending bills/Security deposit of the Supplier.

- 9.11 The Supplier shall be responsible for dismantler and recycle of electric & electronic equipments supplied by them as per “E-waste (Management) Rules, 2016, as applicable. Certificate in this regard shall be attached by the Bidders with their technical bid.
- 9.12 The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.

10. Training:

- 10.1 The scope of work envisages that the Supplier shall undertake to train the staff nominated by Enforcement Directorate in different aspects of equipment design, functioning, testing, operation & administration, maintenance & repair.
- 10.2 The supplier shall at every stage of installation and testing provide all facilities for adequate training of Enforcement Directorate personnel who may be deputed to work on the Project.
- 10.3 The system Administration and Maintenance Training program, at the user’s location, will be structure as to train up to 100(Hundred) of the Enforcement Directorate personnel deputed for the purpose.
- 10.4 The user operational training program, at the user’s location, will be structured so as to train up to 100(Hundred) of the Purchaser’s supervisory and training personnel who will, in turn, train individual operators.
- 10.5 Bidder will provide complete details on the training programs to be offered including:
- i. Material to be covered.
 - ii. Number of hours of training per operator or technician for each specific course.
 - iii. Supporting documentation to be provided.

11. Spare Parts:

- 11.1 The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all the Equipment and the complete System for a period of 03 (three) years on continuing basis and life time spares after 03 years. An undertaking in this regard shall enclose with Technical Bid.
- 11.2 The Bidder shall include in his tender, the break-up of essential spares required for efficient maintenance of the supplied System in **Annexure-C3, Chapter-6** and quote their price in **Chapter-4**.

12. Delay in the Suppliers performance

- 12.1 Delivery of the Goods and performance of Services during the contract period 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-13** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-20** below accompanied by forfeiture of Bank Guarantee/Performance Security.
- 12.2 If the Supplier fails to supply the equipments within the stipulated period, the Purchaser reserves the right to purchase the equipments from open

market and difference of bill, if any, will be recovered from the any bills of the bidder.

- 13. Liquidated Damages :** If the Supplier fails to deliver any or all the of the Goods 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 goods 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 Equipment/Services.
- 14. Force Majeure:** The Supplier 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 Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
- 15. Patent Indemnification:** The Supplier shall indemnify the Purchaser against all third party claims arising out of or relating to infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Courts at Delhi shall have jurisdiction in this regard.
- 20. Termination for Default**

 - 20.1** 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 within such period as stipulated by the Purchaser, terminate this Contract in whole or in part:

- (i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 20.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 20.3 On termination of the Contract for default, action will be taken to black list the Supplier.
- 21. 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.
- 22. Termination for Convenience**
 - 22.1 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.
 - 22.2 The Goods those are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods the Purchaser may elect:
 - (a) To have any portion completed and delivered at the Contract terms of prices, and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
- 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 Enforcement Directorate and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration by a sole arbitrator 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 negotiations as well as arbitration proceedings shall be in Delhi, India.

(Robin Gupta)
DEPUTY DIRECTOR

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CHAPTER -3

**DIRECTORATE OF ENFORCEMENT
HQRS OFFICE, NEW DELHI
NOTICE INVITING QUOTATIONS**

Subject: Equipment/items for Cyber Forensic Lab

Hqrs Office, Directorate of Enforcement, New Delhi invites online Bids(Technical and Financial Bid) from eligible and experienced OEM(Original Equipment Manufacturer) or OEM Authorized Dealer for supply installation & integration of with (warranty period as stated at page--- of this tender) on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>

TECHNICAL SPECIFICATION:

Sl. No.	Item/ Equipment	Specifications/Requirements	Qty.
1.	Encase Network	<ul style="list-style-type: none">• Should be able to conduct an efficient. Forensically-sound data collection and investigation using a repeatable and defensible process.• Should have the ability to perform triage by quick view and search potential evidence in order to determine further course investigation:<ul style="list-style-type: none">✓ All metadata should be preserved during triage and collection, maintaining evidence integrity✓ Should let user collect Live memory from running computers.✓ Should also enable user to collect data form Macintosh and Linux computers✓ Should instantly view images and documents on the target machine✓ Should be able to collect only relevant information quickly✓ Should have an ability to use keywords, metadata, hash values, and other criteria to perform targeted triage and collection✓ Should perform memory acquisition✓ Should perform full-disk imaging✓ Should be preconfigured for in-field use• Should acquire evidence from laptop, desktop computers, server hard disks, Cellphone and have facility to kept data in.e01,.L01etc.formats.• Should have an indexing engine:<ul style="list-style-type: none">✓ To perform powerful queries and process huge files easily	02

		<ul style="list-style-type: none"> ✓ Automate tasks ✓ Create templates based on case profiles • Should be able to create custom EnScripts into the Evidence Processor • Should have a variety of comprehensive search choices, including: <ul style="list-style-type: none"> ✓ GREP ✓ Conditional ✓ Boolean ✓ Word Searches • Should let the user analyze: <ul style="list-style-type: none"> ✓ Where the data originated ✓ Which type of user activity created the data ✓ When the data was last accessed • Should allow user to bookmark important pieces of potential evidence for quick access and inclusion in reports • Should allow users to recover files and partitions, detect deleted files by parsing event logs, file signature analysis, and hash analysis, even within compounded files or unallocated disk space • User should be able to view various file formats in native form, built-in Registry viewer, integrated photo viewer, see results on a timeline/calendar. Should be capable to integrate with Passware license if available or purchased separately. • User should be able to prioritize the Processing of a subset of evidence and make it available for analysis more quickly with an option to continue processing or stop processing the remaining evidence. • Should have a capability to include important comment, bookmark, or other piece of important information while producing and sharing a report. Should be able to include relevant evidence, investigator comments, bookmarks, search results, search criteria, pictures, date and time artifacts, and export those into RTF, PDF, or HTML formats for easy distribution. 	
2.	Password Recover Tool	<ul style="list-style-type: none"> • The complete electronic evidence discovery solution that reports all password-protected items on a computer and decrypts them. • Password recovery/Decryption Software (with 5 Agents) utilizing CUDA for Password Recovery ✓ Product Offered should be of International Repute & Brand and should not be customised/ assembled Product from various sources. ✓ Password recovery of all protected following files using the fastest decryption and password recovery algorithm. ✓ Acrobat files, symantec ACT!2; 3; 4; 2000,ACT! By sage 2005, 2006, 2007;2008 and 2009, Android Backup, Apple 	01

		<p>Disk Image, Apple iCloud Token, Apple iTunes Backup(iOS4.x-9.x),BestCrypt6-8, File Maker Pro upto 14.x, Google chrome website, ICQ 2000-2003; 99a and Lite, KeePass, Lotus1-2-3upto8.x, Lotus Organizer6, Lotus WordPro96-99, LUKS Disk Image, Mac OSX/FileVault2; Keychain; User/Hash, Mozilla Firefox Website, MS Access 2013 and earlier version, MS Access 2000 System Database and earlier version, MS Access VBA, MS Backup, MS Excel 2013 and earlier version, MS Pocket Excel, MS Excel VBA, MS Internet Explorer Website; Webform and Content Advisor, MS Mail, MS Money 2007 and earlier version, MS One Drive, MS OneNote 2013 and earlier version, Email Accounts, Tamplate and Personal Storage of MS Outlook 2013 and earlier version, Accounts and Identities of MS Outlook, MS PowerPoint 2013 and earlier version, MS PowerPoint VBA, MS Project 2003 and earlier version, MS SQL 2008 and earlier version, User and Secure Boot Option for MS Windows 10 and earlier version, User and Secure Boot Option for MS Windows 2012 server and earlier version, Bitlocker for MS Windows 10 and earlier version, Domain Administrator; Live ID Account; NTLM/LANMAN Hash; Phone; User/UPEK of MS Windows, MS Word 2013 and earlier version, MS Word VBA, MYOB 2010and earlier version, Network Connection, Norton Backup, Open Document, Paradox Database, Peachtree 2013 and earlier version, Zip; Private Keyring; virtual disk; Self-Decrypting Archive of PGP Desktop 9.x -10.x, PGP WIDE, GnuPG Private Keyring, Quattro Pro X4 and earlier version, QuickBooks 2014and earlier version, Quick Books for Mac 2013-2014, QuickBooks Backup, Quicken 2014 and earlier version, RAR 5.X and earlier version, Remote Desktop Connection, Safari5.0-5.1 Website, Schedule+1.0, Schedule+7.X, TrueCrypt Non System Partion/ Volume5.0 or later, TrueCrypt Skystme Partition/ Volume 5.0 or later, TrueCrypt Whole Disk 5.0 or later, TrueCrypt Hidden Partition 6.0 or later, TrueCrypt Hidden OS6.0 or later, Unix OS UserHash, Word Perfect X4 and earlier version, WinZip 8.0 or earlier, Yandex Broweser Website, Zip Archive and 7-Zip Archive.</p> <p>✓ The software should have capability to accellarate password recovery using multiple computers, NVIDIA & AMDGPUs, TACC and Rainbow Tables</p> <ul style="list-style-type: none"> • <u>GPU PowerStation</u> should include: <ul style="list-style-type: none"> ✓ 4xNVIDIA GTX 980 GRAPHICS CARD(Or Better) <ul style="list-style-type: none"> ➤ 2048 CUDA Cores each 	
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- 4GB GDDR5 Memory
- Base Clock 1126MHz
- Boost Clock 1216MHz
- ✓ 1xPCIe 3.0 x 16 Host Adapter– Full Height Bracket
- ✓ 1xPCIe 3.0 x 16 Target Board for Upstream Port
- ✓ 2xPCIe 3.0 x 8 Cable 1.5 Mtr
- ✓ Mini Tower Case with
 - ATX 1500 Watt Power Supply
 - 4x PCIe 3.0 x 8slots(x16 connector)
 - 2xPCIe 2.0 x4slots(x4 connector)
 - Supports full length, full height PCI Express Cards
 - 2x120mm cooling fans

• **Host Computer to be provided with GPU PowerStation:**

- ✓ IntelCorei7-7800Xcore, 3.5GHz(4.0turbo) 8.25MB cache, 10MB Intel Smart Cache, 5 GT/sDMI
- ✓ 64GB (4x16GB) PC3-17000 DDR4 2133 MHz Memory
- ✓ 1x512GB Solid State SATA III Drive-OS Drive
- ✓ 1 x 512 GB Solid State SATA III Drive-Temp/Cache/DB Drive
- ✓ (4.0 TB*2) 7200 RPM SATA III Hard Drive-Data Drive
- ✓ GTX 1050Ti 4GB 128bit GDDR5, 768CUDA CORES, PCI-Express Video Card
- ✓ 24" Widescreen LED Monitor
- ✓ External Speaker
- ✓ Windows 10 Professional (64bit) or Latest Update
- ✓ Hardware Write-Blocker (IDE, SATA, SAS, USB, FIREWIRE) with touch screen display Connected on USB3.1 USB
- ✓ Integrated Forensic Media Card Reader - Read-Only and Read/Write switchable
- ✓ Write-block and read/ write visioblity via lock/unlock LEDs
- ✓ 1100Watt Modular power supply
- ✓ i7 Motherboard with Intel X99 Chipset
- ✓ 7 PCI-Express3.0(x16) Slots
- ✓ 8 ports Intel6Gb/s SATA Controller
- ✓ 2RJ 45 LAN ports
- ✓ 10 USB 3.0/2.0 ports
- ✓ 2 USB 3.1 ports
- ✓ 2 x Shock Mounted SATA Removable Hard Drive Bays(IDE Capable)
- ✓ 4 x Hot Swap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays
- ✓ Allows forensic imaging of 6 SATA drives

		<p>simultaneously (2 SATA Drives connected to the write blocker and 4SATA Drives connected to Read Only Hot swap Bay)</p> <ul style="list-style-type: none"> ✓ BD-R/BD-RE/DVD+-RW/CD+-RW Blu-ray Burner Dual-Layer Combo Drive ✓ Extendable/Retractable Imaging Work shelf with integrated ventilation ✓ 103 key Keyboard and Mouse Combo–Wireless ✓ Toolbox containing: Adapters, Cables, Digital Camera, Security Screw driver Set and OEM Documents ✓ Minimum below cables and adapters to image and process internal/ external drives including SAS, SATS, IDE, micro SATA, IDE, micro SATA, SATS LIF, MacBook Air Blade Type SSDs, mini/micro SSD Cards, 1.8 inch IDE(iPod), 2.5 inch IDE (laptop),PCIe SSDm.2 NVMe, PCIe SSD MacBook Pro and Server Class PCIe SSD ✓ Symantec Ghost and CD Authoring Software 	
3.	UFED 4 PC	<p><u>Technical Specifications:</u></p> <ul style="list-style-type: none"> • Generic Features: • The solution should be able to capture critical forensic evidence from mobile devices including mobile phones, handheld tablets, portable GPS devices, drones and devices manufactured with Chinese chipsets. • It should provide users with all physical, file system and advanced logical extraction capabilities for different devices and different Operating Systems as well as allow extraction of Cloud Data source tokens accessed by the Mobile Phone. • It should support more than 32,000 device profiles and 11,500 different mobile application versions. All the supported mobile device models and device profiles must be tested and verified by the OEM’s R&D Team. • The solution be able to integrate with a central management platform that can oversee usage, permissions, SOPs, configurations, licensing, and SW updates. • The extraction software should be touch screen enabled, allowing easy use on tablets. • The solution should have an auto detect function to locate and identify the mobile device. • It shall have the ability to offer dynamic profiles of phones, based on IMEI, OS type, version and chipset. 	02

		<ul style="list-style-type: none">• It should come with a compact and lightweight case with all necessary cables for the supported phones/OS).• Support Android, iOS, Blackberry, Bada, Symbian & Windows mobile device and generic capabilities for certain chipsets like MTK and Qualcomm, to obtain decrypted Physical Extractions.• The solution should be technically capable to clone the SIM ID, which allows to extract phone data while preventing the mobile device from connecting to the network.• The solution should be technically capable to copy a SIM ID from one SIM card to another SIM card or to a vendor's SIM ID access card.• The solution should be technically capable to perform SIM data extraction, i.e., the extraction of information from a SIM or USIM card.• It should be able to support file system extraction of blocked application data by downgrading the APK version temporarily for Android devices running on Android 6 and above.• The solution should be technically capable to extract flight data and multimedia files from supported drones, i.e., to perform physical extractions, as well capture images of drones.• The solution must support the use of custom-made proprietary boot loaders instead of the 3rd party bootloaders.• The software should provide lock bypassing physical extraction support for devices with Cools and based chipsets.• The software should allow examiners to perform a quick selective extraction of specific applications or files, while doing Full File System extraction for supported Android as well as iOS devices.• The software should also allow selective extraction of only cloud tokens from the phone while doing Full File System extraction.• It should provide a simple extraction flow with generic extraction for unsupported devices.	
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- The software should be supplied with USB 3.0 adapter which connects to PC's USB port for faster extraction. This adapter should also have a RJ45 port for device connectivity.
- The software should also be supplied with a multi-SIM adapter with support for Micro, Nano and standard SIM cards.
- The software should also be able to quickly capture the chat data, by automatically taking screenshots from any Android device. It should also allow the user to perform a text search on the captured screens as well. This should support applications like WhatsApp, Signal, Instagram and Snapchat
- The software should be able to categorize the applications found in mobile devices and user should be able to filter by category. This capability should be available for supported Android as well as iOS devices.
- The software should have a workflow guidance widget to help managers and administrators to guide, control and enforce working procedures.

Extraction Support

- It should support advanced uplocking capability to perform Full File-System extraction from locked Samsung Exynos FBE and FDE devices with Secure start-up. This capability should support devices S8, S9, S10, and A10-A50 series, running up to the latest Android 11.
- The software should support Full File System extraction for the latest unlocked Samsung Exynos high-end devices like S20, S21 running on Android 11.
- The software should have support for a generic Full File System or Physical Extraction for unlocked high-end Android devices with Qualcomm chipsets. This capability should be available for the latest devices from major Android vendors such as Samsung, Huawei, Xiaomi, OPPO, OnePlus, VIVO, as well as devices from Nokia, LG and Motorola, running on Android Versions from 7 up to 10.
- The software should support extraction of Full File System data from unlocked Qualcomm chipset-based Samsung devices like S9, S10, S20 running on latest security patch level and up to the most recent Android 11

- The software should at least provide the following extraction methods to the user: Selective File system Extraction, Selective App data extraction, Selective cloud token extraction, EDL extraction with decryption, MTK Live, Qualcomm Live, Smart ADB, Samsung Qualcomm, Samsung Decrypting Exynos, Samsung MTK, Samsung Spreadtrum, Samsung Exynos Physical Bypass, Generic Android Unlock using Lockpick, APK Downgrade (Android 6 & above), Huawei Kirin extraction, LG LAF, Advanced ADB, TWRP, Cools and chipset extraction.
- The device support should reach to a level where the solution can support Full File System Extraction for devices like Samsung S10+ and Huawei P30 Pro.
- The software should have support to bypass pattern, password and pin locks and overcome encryption challenges for a wide range of Qualcomm EDL, Qualcomm and Exynos based supported Samsung, Motorola, LG and Sony devices.
- The software should retract a range of data e.g., Call Logs, Contacts, Calendar SMS, MMS, Video, Image, Apps Data, GPS Trail, Chat, E-mails etc.
- It should support custom boot loaders to ensure forensically sound bit-by-bit physical extractions, without tampering the data.
- It should have support for data extraction, decoding and analysis for unlocked devices running up to iOS 14.6.
- The software should be able to support full file system extraction using Checkm8 capability from Apple iPhone 5S to X with a minimum iOS version from 12.3 to 14.6 depending of the iPhone device supported base on Apple official release

Support for Various Phones:

Android Phones:

- It should support unlocking with physical extraction for at least 100 Qualcomm and Exynos based Samsung devices, including S7, S7 Edge, S6, S6 Edge+, Note 5, A5, A7, J4+, J5, J6, J7 and J8 families
- The software should be able to support full file system extraction on more than 12 Samsung Exynos devices which includes S10, S10+,S10e and A10-A50 phone model.

	<ul style="list-style-type: none"> • The software should be able to support Samsung devices with full disk encryption such as Samsung S9 or Samsung Note 9 running on Android 10. • It should support lock bypass using file system extraction for latest Samsung devices like Galaxy J7, Galaxy S8, Galaxy Note8 and Galaxy S8+. • It should have lock bypassing decrypted physical extraction capability for Qualcomm Android devices including LG, ZTE, Xiaomi, Huawei, Alcatel and Motorola • It should be able to perform selective file system extraction on popular Samsung models with the Qualcomm processor (SOC). • The software should have a capability to extract Qualcomm chipset phone in a generic option that support popular brand like Samsung and Huawei. • The software should have a capability to extract MTK chipset phone in a generic option. • It should have decrypting bootloader capability for Huawei devices with HiSilicon Kirin chipsets and Samsung devices with Exynos processor • The software should provide a unique decrypted physical extraction method for unlocked Android devices of latest generation. • It should be able to allow users to perform a full file system and selective extraction on smartphones with the Huawei HiSilicon KIRIN 970 processor and other popular devices with the KIRIN 659, 960 and 980 chipsets. For Huawei and Huawei Honor must be running android 8 and 9. • It should support Physical Extraction via ADB for android devices directly to any USB storage or an SD card connected to the device. This method should be generic and should be supported across most Android phones available in the market. This method should support android devices including OS version 7 • It should support Physical Extraction over ADB for Samsung devices running up to Android OS v8 • It should support bootloader-based physical extraction for zte, alcatel and xiaomi devices running Qualcomm chipset 	
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	<ul style="list-style-type: none"> • It should support Partial File System extraction while bypassing User Lock for more than 100 Android devices • It should have physical extraction method from more than 400 locked Android based devices bypassing any type of lock (Pattern/PIN/Password) using proprietary boot loaders, enabling a forensically sound extraction process. • It should support automatic detection of supported devices. It should also support manual search for devices by manufacturer, model and IMEI number. • It should be able to perform physical, full file system and selective file system extraction on Smartphone with Samsung Qualcomm Processor • It should acquire apps data from Android devices via all extraction types including: Facebook, Facebook Messenger, Google+, PingChat! (aka Touch), Skype, Twitter, Viber, Yahoo Messenger, WhatsApp, TigerText, Dropbox, QIP, Kik Messenger, Evernote, Kakao Talk, ICQ, V Kontakte, HideSMS, Kakao Story, MeetMe, Coco, Google Duo, FitBit, Zalo, Yubo, Zello • Physical Extraction of Major Device Support should at least include the following phones: <ul style="list-style-type: none"> • HTC – HTC Evo, HTC One M8, Incredible, Desire 310, Desire C, 2PS6500 10, U11, U-1w Ultra • Motorola – Milestone, Milestone 2, Droid, Droid 2, Droid 3, Droid X, Droid Razr, Razr Maxx, Defy, Moto X Play, Moto G, XT1710-02 Z2 Play, G4, G5, Nexus 6. • Samsung – Galaxy S7, Galaxy Note 7, Galaxy Note 5, Galaxy Note 8, Galaxy S6, Galaxy S8, Galaxy S8+, Galaxy S6 Edge, Galaxy S5, Galaxy S4, Galaxy SIII Family, Galaxy SII, Galaxy Note 4, Galaxy Note II, Galaxy Mega , Galaxy s5 duos, Galaxy alpha, J3 Neo, J5, J7, A5 and A7 • LG – G5, G4, G3, Optimus, Optimus one, Optimus 3D, Optimus black, Nexus 5X, L51AL, Fiesta LTE, K10, G6, V30, Nexus 5x, H820 G5, LM-X210MA & MP260 • Indian Phones – Intex Aqua Amoled, Intex Aqua Core; Intex Cloud Y5; Intex Aqua i7; Karbonn A12+; Karbonn A25, Karboon S99 Titanium, Xolo A50zip0S ; A114R Canvas Beat, Micromax A190 Canvas HD Plus, Intex Aqua ring. • Huawei – Ascend, Honor 3x, 5 vision, Honor 5x, Honor 4c, H1611, Mi5, C8815, Nova 2i, U8600 Move, Mate 8, Honor 8, Nexus 6P, P10, Mate 10, P9 • Sony: Xperia X, Xperia z5, Xperia e5, Xperia X Dual, XZ, L1, XA1 Plus, Xperia XA1 • Others: Asus Zenfone 4 Max, Xiaomi Redmi 3S/4, Oppo F3, Alcatel 5090i A7. 	
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Blackberry Phones:

- It should enable physical extraction and decoding from BlackBerry devices running OS 4-7. Physical extraction should be performed using proprietary boot loaders, enabling a forensically sound process. Real-time decryption should be enabled for selected devices.
- It should support advanced decoding of existing and deleted data for BlackBerry running OS 4-7:
- BBM history (if enabled by the user)
- BlackBerry Messenger (BBM) messages including Deleted messages and chats, message attachments, contact photos, BBM from groups: Chats, contacts and shared photos
- Installed applications data: WhatsApp, Facebook, Twitter, Google Talk (Gtalk), UberSocial (WhatsApp data retrieval includes decryption of the database and recovery of contacts, chats, chat attachments and user account).
- Address book, SMS, MMS, Emails, PIN messages, Calendar entries, Memo pad notes, Web browser history, Web bookmarks, Bluetooth devices and Cookies.
- Recent email contacts (BB OS 6 and above, where available)
- Device Info (Model, IMEI\MEID, ICCID, PIN, OS version, Platform, Supported Networks)
- REM files – decryption of encrypted files on external memory

Windows Phone:

- It should support physical extraction and decoding of devices running Windows Phone devices running OS versions 8.0, 8.1 and 10. It should also support obsolete OS including 6.0 and 6.5.
- JTAG decoding of contacts, call logs and SMS from Windows Phone 8.x devices is enabled via physical extraction
- The Devices supporting Physical Extraction should at least include HTC Pro, HTC HD2 T9193, Xperia X1, Nokia Lumia 520, LG GM750 and other popular models.
- It should support applications for Windows Phone devices running OS 8.1 including apps such as Facebook, Facebook Messenger, Waze, Whats App, ooVoo, Skype, Voxer, Kik and Odnoklassniki.
- Support for .SDF files being used by Windows Phone apps.

	<p>Nokia BB5 Phones:</p> <ul style="list-style-type: none"> • It should support bit-for-bit physical extraction from locked and unlocked Nokia BB5 devices using proprietary boot loaders. • It should enable Password extraction on selected devices. • It should support decoding of Symbian databases including Decoding of intact and deleted contacts, SMS, MMS and call logs; Decoding support for multilingual content. • It should support physical decoding of data obtained through Chip Off method for BB5 devices. • Portable GPS Device: • It should enable physical extraction and decoding of data from a range of portable GPS devices. The Decoded data should include: Entered locations, GPS fixes, Favorite locations, GPS info. • It should provide a solution to the encrypted TomTom trip-log files that reside in the TomTom device STATDATA folder. It should support Extraction and decoding of existing and deleted data from TomTom devices. TomTom extraction and decoding of information includes: Home, Favorites, Recent, User entered, Locations, Last journey, Location, Date & Time, Routes, GPS fixes (also deleted), Deleted locations (of all categories) • It should support Data Extraction from Garmin & Mio devices. Extracted data includes: Favorites, Past journey (containing all the fixes during the journey), deleted GPS fixes <p>Feature Phones:</p> <ul style="list-style-type: none"> • It should enable physical, file system and logical extraction, and decoding from selected devices. Decoding of intact and deleted data: Phonebook, SMS, MMS, calendar entries, SIM ID and more. • The Supported Phones (for either Physical/ File System/ Logical) should at least include: • Nokia: 1280, 1616, 1650, 1661, 1661-2b, 1680 Classic, 1800, 2720 fold, 2720a-2b, 2730 Classic, 2760, 3109 Classic, 3110 Classic. • Samsung: SGH-C120, SGH-A127, SGH-M130L, SGH-A137, SGH-T139, SGH-J150, SGH-X150, SGH-X160, SGH-X166, SGH-X168, SGH-C170, GT-E1195, GT-E1230, SGH-E1310B, SGH-B2100. • LG: KP175, KP202 i-mode, GB220, KG220, CG225, KG225, GB230 Julia, KG290, NTLG300GB, KG320, KG320S, KG328, L343i, KF350, KF600, KE800, KG800, 	
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KE850 Prada, KE970, Shine, C1100, L1100.

- Motorola: E1 ROKR, C113, C117, C118, C119, C115, C139, C140, V300, V303, V330, W375, E398, V400, V500, V505, V525, V551, V620, V635L, C975, E1000, V1050

Chinese Chipsets Based Phones:

- Using proprietary boot loaders, it should perform a bit-by-bit physical extraction, from devices manufactured with Chinese chipsets, accessing the device's memory, whilst maintaining forensic integrity. The boot loaders prevent the tampering of data, during physical extraction.
- In addition, it should bypass user lock code from these devices and decode the user lock from the extraction within Tool.
- The tool should provide generic extraction with Decrypting bootloader for MTK based chipsets including 6580, 6735, 6737, 6753, 6755, 6757 & 6797.
- The software should be able to supports acquisition and decryption of 80+ MTK distinct chipsets and have the ability to conduct Physical or Full file system (FDE &FBE) extraction of unlocked MTK devices with ADB enabled. The Android OS supported should be up to version 9.

IOS Phones:

- The full list of supported iOS devices should minimally include the following: iPhone 2G, iPhone 3G, iPhone 3GS, iPhone 4, iPhone 4S, iPhone 5, iPhone 5S, iPhone 5C, iPhone 6, iPhone 6Plus, iPhone 6s, iPhone 6s Plus, iPhone 7, iPhone 7 Plus, iPhone 8, iPhone 8 Plus, iPhone X, iPhone Xs, iPhone 11, iPhone 11 Pro, iPod Touch 1G, iPod Touch 2G, iPod Touch 3G, iPod Touch 4G, iPod Touch 5G, iPad Mini, iPad 1, iPad 2, iPad3, iPad 4, iPad Pro, iPad Air, iPad Air 2.
- Decoding of additional iOS databases from Knowledge C, Health App, Siri native messages and Telegram should be supported.

Analysis

- The software should support normalization of different data sources into the same look and feel so the same filters may be applied on data from different sources.
- The software should support analysis of data according to the time zone defined by the investigator, in a chronological order, extracted location information on a map, correlation between social media posts and their comments, correlation between emails that are part of the same thread.

		<p>Data sharing and reporting</p> <ul style="list-style-type: none"> • The software should export of extracted location data to excel, html, pdf and xml formats • Digital Camera to capture screen Images of the Cell phone • 3 Years of warranty and upgradation • All Software, Firmware and hardware updates should be provided during warranty period 																																																	
4.	Forensic Imager	<ul style="list-style-type: none"> • Should be portable kit for performing forensic acquisition from various storage media. • Should allow investigators to preview following suspected storage media in read only mode(Write Protected) using Laptop/ Desktop web browser <table border="1" data-bbox="672 527 1346 848"> <tr><td>a</td><td>IDE/PATA 2.5" & 3.5"</td></tr> <tr><td>b</td><td>SATA 2.5" & 3.5"</td></tr> <tr><td>c</td><td>SAS 2.5" & 3.5"</td></tr> <tr><td>d</td><td>Fire wire Devices</td></tr> <tr><td>e</td><td>External USB3.0/ 2.0/ 1.0 devices</td></tr> <tr><td>f</td><td>Multimedia cards</td></tr> <tr><td>g</td><td>Devices which can be accessed via PCIe interface like M.2SATA/ NVMe SSDs</td></tr> <tr><td>h</td><td>Network(iSCSI)</td></tr> </table> • Should allow investigators to create forensic images(Physical)of following types of storage media <table border="1" data-bbox="672 982 1346 1310"> <tr><td>A</td><td>IDE/PATA 2.5" & 3.5"</td></tr> <tr><td>B</td><td>SATA 2.5" & 3.5"</td></tr> <tr><td>C</td><td>SAS 2.5" & 3.5"</td></tr> <tr><td>D</td><td>Fire wire Devices</td></tr> <tr><td>E</td><td>USB 3.0/ 2.0/ 1.0 devices</td></tr> <tr><td>F</td><td>Multimedia cards</td></tr> <tr><td>G</td><td>Devices which can be accessed via PCIe interface like M.2SATA/ NVMe SSDs</td></tr> <tr><td>H</td><td>Network(iSCSI)</td></tr> </table> • Should Support Following Types of hash Value to be Calculated while Performing Forensic Imaging or hash Verification of Images <table border="1" data-bbox="672 1478 1274 1665"> <tr><td>a</td><td>MD5</td></tr> <tr><td>b</td><td>SHA1</td></tr> <tr><td>c</td><td>SHA256</td></tr> <tr><td>d</td><td>MD5+SHA-1</td></tr> <tr><td>e</td><td>MD5+SHA-256</td></tr> </table> • Should support following modes of forensic duplication <table border="1" data-bbox="672 1766 1274 1877"> <tr><td>a</td><td>Disk to Disk(Clone)</td></tr> <tr><td>b</td><td>Disk to File(Image)</td></tr> <tr><td>c</td><td>Files and Folders(Logical)</td></tr> </table> 	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 USB3.0/ 2.0/ 1.0 devices	f	Multimedia cards	g	Devices which can be accessed via PCIe interface like M.2SATA/ NVMe SSDs	h	Network(iSCSI)	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.2SATA/ NVMe SSDs	H	Network(iSCSI)	a	MD5	b	SHA1	c	SHA256	d	MD5+SHA-1	e	MD5+SHA-256	a	Disk to Disk(Clone)	b	Disk to File(Image)	c	Files and Folders(Logical)	02
a	IDE/PATA 2.5" & 3.5"																																																		
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c	Files and Folders(Logical)																																																		

- Should support following types of forensic image formats.

a	For Physical Imaging
i	E01
ii	DD(RAW)
b	Logical
i	L01

- Should support Temporarily or permanently removal of HPA/DCO
- Should Support S.M.A.R.T. disk info
- Should support Various wiping standards like Clear Partition Table, Quick Erase, Secure Erase Normal, Secure Erase Enhanced, DoD Clear, DoD Sanitize, NIST800-88 Purge
- Should support imaging to a remote network location or share.
- Should have adapters and Cables for various types of Storage media like

a	IDE1.8", 2.5" & 3.5"
b	SATA
c	SAS
d	Fire Wire
e	Micro SATA & mSATA
f	ZIF
g	PCIe M2 SSD Adapter

- Should allow creation of multiple images from single source to multiple destination in USB 3.0 or SATA or Network simultaneously.
- Should have a Network Tapping Module to capture the P-Cap Files when connected to the live network
- Kit Should be portable enough to be carried by a single person inside a Ruggedized dustproof, waterproof case.
- All Software, Firmware and hardware updates should be provided during the Warranty Period of 3 years.

5. Forensic Workstation	Case	Industrial grade full tower chassis with high airflow and tempered glass window, with 12 bays	03
	Power Supply	1200Watte VGA Supernova P2 Platinum, Fully Modular	
	System board	X299 System Board with 3xM.2PCI-E Slots; 7.1 HD Audio, 4PCI-E x 16, 1 PCI-E x1(all PCI-E 3.0)	
	Chipset	Intel@X299 chipset	
	Processor	Intel@Corei9-10900X10-cores, 3.7GHz / 4.5GHz Turbo Speed, 19.25 MB Cache with liquid cooling	
	Integrated LAN	Intel Gigabit LAN and Realtek 2.5GB LAN ports plus Intel Wifi6 802.11ax(2.4 GBps)+ Bluetooth 5.0	
	Video Card	GeForce GTX 1660 PCI-E 6GB GDDR6	

	memory
Sound Card	8Channel(7.1) High Definition Audio Codec with optical S/ PDIF
Memory	64GB DDR4 3200MHz memory (PC-25600),4 DIMMS, 4DIMMS open for expansion; Max 256GB
OS Drive	500GB M.2 NVMe SSD(3450MB/ SRead, 2500MB/ SWrite) for Operating System, 0.71 WPD Endurance
Temp Drive	500GB M.2NVMe SSD for Temp Files(Upto 5000MB/S Read, 2500MB/S Write,1.0 WPD Endurance)
Data Drive	2TB PCI-E M.2 NVMe SSD for Temp Files,(Upto 5000 MB/S Read, 2500 MB/S Write, 1.0 WPD Endurance)
DVD/Blu-Ray	16X BD-R/ BD-RE/ DVD±RW/ CD± RWBlu-ray Burner Dual-Layer Combo Drive
Custom Hardware	Custom Extendable Disk Imaging Shelf with integrated 4 Port USB3.1 hu band Read Only Forensic Card Reader
Hot Swap	4 x 2.5"Hot Swap SATA Trays- in 1x5.25" Drive Bay
Hot Swap	2x3.5"Hot Swap Drive Trays- in 2x5.25" Drive Bays
Write Blocker	Logicube Write Protect-BAY
Keyboard and Mouse	Standard 104 Keyboard and Optical Mouse
Fans	High Quality Whisper Quiet Fans throughout the unit
Available Open Bays	5 OpenDrive Bays available
Imaging and Triage	<ul style="list-style-type: none"> •Preinstalled Triage and Imaging tool for MAC and Windows. Conduct on-scene triage, live data acquisition, targeted data collection and forensic imaging •Acquire full disk forensics images or collect just specific user files •Authenticate collected data using all MD5, SHA-1 or SHA-256hashfunctions •Support current Apple computers with T2chip encryption and APFS fusion drives as well as a decryption method support for T2 password or recovery key. Should provide Physical decrypted images of T2 chip systems, including unallocated. •Should be able to create physical image of Mojave Fusion drives. •Product enables to write to evidence storage on the following file system: HFS+, APFS, ExFator NTFS
Operating	Windows 10 Professional for High End PC

		System	64Bit Edition	
		Warranty	3 Year Warranty on parts and labor	
6.	Forensic Server	Case	Industrial grade full tower chassis with high airflow and tempered glass window, with 12 bays	01
		Power Supply	1200 Watta VGA Supernova P2 Platinum, Fully Modular	
		System board	TRX40 System Board with 3 x M.2 PCI-E Slots; 7.1 HD Audio, 4PCI-Ex16, (all PCI-E 4.0)	
		Chipset	AMD®TRX 40chipset	
		Processor	AMD® Ryzen® Threadripper™ 3960X - 24 cores/48Threads,3.8GHz/4.5GhzTurboSpeed,128MBCachewith liquidcooling,280W	
		Integrated LAN	Aquantia™10 Gigabit LAN and Realtek 2.5GB LAN ports plus Intel Wifi6 802.11ax(2.4GBps)+ Bluetooth5.0	
		Video Card	GeForce RTX2080 Ti PCI-E 11GB GDDR6 memory	
		Sound Card	8 Channel(7.1) High Definition Audio Codec with optical S/ PDIF	
		Memory	128GB DDR4 3200 MHz memory(PC-25600),8 DIMMS, Max 256GB	
		OS Drive	500GB M.2 NVMe SSD for Temp Files (Up to 5000MB/S Read, 2500 MB/S Write,1.0 WPD Endurance) - PCI-E 4.0 Drive fully used by the TRX 40Chipset	
		Temp Drive	500GB M.2 NVMe SSD for Temp Files (Up to 5000MB/SRead, 2500MB/S Write,1.0WPD Endurance)-PCI-E4.0 Drive fully used by the TRX40 Chipset	
		Data Drive	8x16TB 7200RPM Enterprise SAS Hard drives, Set as RAID0/1/5/10/50/60	
		RAID Controller	8 Channel 12GB/S RAID Card with 1GB Cache	
		RAID/Hot Swap	2x5Bay Hot Swap12GB/ SSAS/ SATA RAID Backplanes	
		DVD/Blu-Ray	16XBD-R/ BD-RE/ DVD±RW/CD± RWBlu-ray Burner Dual-Layer Combo Drive	
		Custom Hardware	Custom Extendable Disk Imaging Shelf with integrated 4Port USB3.1 huband Read Only Forensic Card Reader	
		Hot Swap	4 x2.5" Hot Swap SATA Trays- in 1x5.25" Drive Bay	
		Hot Swap	2x3.5" Hot Swap Drive Trays -2 Bays Marked in one of the two RAID back planes	
		Write Blocker	Logicube Write Protect-BAY	
		Keyboard and Mouse	Standard 104 Keyboard and Optical Mouse	
		Fans	High Quality Whisper Quiet Fans throughout the unit	

		Available Open Bays	2 Open Drive Bays available	
		Operating System	Windows 10 Professional for High End PC 64 Bit Edition	
		Imaging and Triage	<ul style="list-style-type: none"> • Preinstalled Triage and Imaging tool for MAC and Windows. • Conduct on-scene triage, live data acquisition, targeted data collection and forensic imaging • Acquire full disk forensics images or collect just specific user files • Authenticate collected data using all MD5, SHA-1 or SHA-256 hash functions • Support current Apple computers with T2 chip encryption and APFS fusion drives as well as a decryption method support for T2 password or recovery key. Should provide Physical decrypted images of T2 chip systems, including unallocated. • Should be able to create physical image of Mojave Fusion drives. • Product enables to write to evidence storage on the following file system: HFS+, APFS, ExFator NTFS 	
		Warranty	3 Year Warranty on parts and labour	
7.	NUIX	<ul style="list-style-type: none"> • 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. • 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 • 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 • 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 • Should have capability to interactively search and filter data using the complete search syntax with multiple criteria simultaneously • Should be able to drill down into full metadata with custom meta data addition facility • 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. • Should have facility to identify and filter the items on the basis of language (including Indian languages) 		01

		<ul style="list-style-type: none"> • Should have Event Map graphical representation to track communication quickly in smart way to understand when, who and whom • Should be able to provide Network view to understand the number of communication threads • Should be able to hide/show immaterial items through single click • Should be able to de-duplicate on custodian basis or overall case • Should be able to show similar and duplicate copies of items • Should be able to show the difference between similar files with one click of mouse • Should be able to ingest and analyse .XRY, Oxygen Forensic and UFED case files • Should have capability to search items through MD5 hash and multiple key words list. • Should have manual and bulk reduction feature. • 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 correlate activity in all evidences • Should be able to decrypt Lotus Notes data on the fly with the help of ID Files and Passwords • Should have option to calculate processing size upfront. • Should be able to combine multiple cases for finding correlation among the suspects • Should be able to extract source data directly from an Exchange server, Amazon S3 buckets and SharePoint. • Should be able to summarize document in five sentences and create topic modeling on the basis of 7 most frequent words • Should have inbuilt facility to OCR the unsearchable document to make them searchable. • Should be able to extract thumbnails from a movie file supported by ffmpeg. • 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 • Should provide workflow automation to run multiple activities i.e. culling, exporting, reporting and tagging in single click of mouse. • 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 • Should be able to travel back and forth between recently viewed visualizations as well as activities and work flows investigator have run • Should be able to send email updates on desired email address as each work flow activity completes • Should be able to apply flexible security control on 	
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		review's i.e. entire cases. specific items and application features such as tagging <ul style="list-style-type: none"> • 4 Core Unlimited Data Processing 	
8.	KNOVOS Suit with Hardware		01
9.	UPS	<ul style="list-style-type: none"> • 60 KVA 	01

CHAPTER – 4

PROFORMA FOR PRICE SCHEDULE

(Attach with financial bid)

**TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENT/ITEMS
REQUIRED FOR CYBER FORENSIC LAB, ENFORCEMENT DIRECTORATE,
NFSU, GANDHINAGAR, GUJARAT-382007**

Date of opening.....

TimeHrs.

We _____ hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

Sl. No.	Description of work/ item	Qty.	Unit Price In Indian Rupees	Extended Price In Indian Rupees (c x d)	GST In Indian Rupees	Custom duty, if any (to be specified) In Indian Rupees	Other Govt. Levies, if any (To be specified)	Incidental charges, if any (To be specified)	Total Price FOR Destination In Indian Rupees (e+f+g+h+i)	AMC Charges for 1 st Year (including GST)	AMC Charges for 2 nd Year (including GST)
a	b	c	d	e	f	g	h	i	j	k	l
1.	<u>Encase Network</u>	2									
2.	<u>Password Recovery Tool</u>	1									
3.	<u>UFED 4 PC</u>	2									
4.	<u>Forensic Imager</u>	2									
5.	<u>Forensic Work-station</u>	3									
6.	<u>Forensic Server</u>	1									
7.	<u>NUIX</u>	1									
8.	<u>KNOVOS Suit with Hardware</u>	1									

9.	<u>UPS</u>	1									
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- NOTE:**
1. **RATE SHOULD BE OFFERED ONLY FOR ONE MODEL.**
 2. **OPTIONAL BID WILL NOT BE ENTERTAINED AS CLARIFIED IN CLAUSE NO.1.6 OF CHAPTER-1 (INSTRUCTIONS TO BIDDERS).**
 3. **NO CONDITIONS SHOULD BE INSERTED IN THE FINANCIAL 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 goods/items 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 goods/items detailed above or such portion(s) thereof as you specify in the notification of award.

(Signature and Seal of Bidder)

Dated: _____.

CHAPTER-5
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 Director (Admn.), Enforcement Directorate, Hqrs., New Delhi-110003 (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 _____ (hereinafter referred to as the “**Goods**”) for Enforcement Directorate 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 Financial 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 Goods 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, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of goods at Purchaser's Delivery Site, any other services associated with the delivery of Goods, installation and testing and providing warranty services for the Goods. All Goods deliverable under this Contract shall be referred to interchangeably as the "Goods" or the "Items" or the "Goods".

4. CONTRACT PRICE

- 4.1 The prices for supply of the Goods 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 GST 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 GST @ ----- 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 – 6

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	Signature
Name	Name
Address	Designation
Date	Company Seal
	Date

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

Date: ___/___/___

To

The Deputy Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Nayak Bhawan, Khan Market,
New Delhi-110003.

Sir,

Having examined the Bid Documents of **TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS FOR USE IN CYBER FORENSIC LAB, ENFORCEMENT DIRECTORATE, NFSU, GANDHINAGAR, GUJARAT-382007**. We, _____, offer to supply, deliver and installation of _____ **(Name of the Firm)**

(Description of Goods 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 Financial Bid.

We undertake, if our bid is accepted, to complete delivery and installation of the equipment 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 03% 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 5) 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/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

GUARANTEE

(Attach with Technical Bid)

To

The Deputy Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Nayak Bhawan, Khan Market,
New Delhi - 110003.

**REF: TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS
FOR USE IN CYBER FORENSIC LAB, ENFORCEMENT DIRECTORATE,
NFSU, GANDHINAGAR, GUJARAT-382007.**

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 goods, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to labour, 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 equipment/ item 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 Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Naya Bhawan, Khan Market,
New Delhi-110003.

**Ref: TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS
FOR USE IN CYBER FORENSIC LAB, ENFORCEMENT DIRECTORATE,
NFSU, GANDHINAGAR, GUJARAT-382007.**

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 Goods at the prices and rates mentioned in the Financial Bid at **Chapter 4**.
3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply of the equipments** 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 Enforcement Directorate.
5. We attach herewith the complete Financial Bid as required by you and also attached the Check List.
6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the Financial 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 _____ 2021.

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 Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Nayak Bhawan, Khan Market,
New Delhi - 110003.

Dear Sir,

In consideration of the Deputy Director (Admn.), Enforcement Directorate, Headquarters, 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 _____ * _____ Three 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 _____ 2021 _____ at

WITNESS

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

* This sum shall be three percent (03%) 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)

(Enclose with Technical Bid)

Date: _____

To,

The Deputy Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Nayak Bhawan, Khan Market,
New Delhi-110003.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

**TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS FOR
USE IN CYBER FORENSIC LAB, ENFORCEMENT DIRECTORATE, NFSU,
GANDHINAGAR, GUJARAT-382007**

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)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2021, between, on one hand, the President of India acting through Shri Navaneet Agrawal, Deputy Director, Directorate of Enforcement, Department of Revenue, Ministry of Finance, Government of India (hereinafter called the “Buyer”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure various equipments for CYBER FORENSIC LAB, ENFORCEMENT DIRECTORATE, NFSU, GANDHINAGAR, GUJARAT-382007 and the Bidder/seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is Directorate of Enforcement, Department of Revenue, Ministry of Finance, Government of India performing its functions on behalf of the President of India.

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 BUYER to obtain the desired said stores/equipment 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contact by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, 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, either for themselves or for any person, organisation 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 BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full an verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not stalled.

3. Commitments of BIDDERS

3. The BIDDER 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 :-
- 3.1 The BIDDER 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 Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The Bidder 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 BUYER or otherwise in procuring the Contact of forbearing to do or having done any act in relation to the obtaining or execution of the contact or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER 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.
- 3.7 The Bidder 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.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder 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 Buyer.

4. Previous Transgression

- 4.1 The Bidder 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 of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 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.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the Bidder shall deposit an amount of Rs.5,00,000/- as Earnest Money, with the Buyer through any of the following instruments:
- (i) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks, in favour of Deputy Director (Admn.), Enforcement Directorate, Hqrs., New Delhi-110003
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the Buyer, including warranty period, whichever is later.
- 5.3 In case of the successful Bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the Buyer to the Bidder on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the

Bidder) shall entitle the Buyer to take 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. However, the proceedings with the other Bidder(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 Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to the buyer resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- (viii) To recover all sums paid in violation of this pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performances Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Buyer will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), 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.

6.3 The decision of the Buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the

Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

8. Independent Monitors

8.1 The Buyer is in the process of appointing Independent Monitors (herein referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 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.

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

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the Buyer.

8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of the buyer including that provided by the Bidder. The Bidder 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

8.7 The Buyer 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 of participate in such meetings.

8.8 The Monitor will submit a written report of the designated Authority of Buyer/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall

provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11. Other Legal Actions

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.

12. Validity

12.1 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 Buyer and the Bidder/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.

12.2 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 intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

BUYER
Sh. Navaneet Agrawal
Deputy Director (Admn.)
Directorate of Enforcement, Hqrs.,
Department of Revenue,
Ministry of Finance,
Government of India.

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Provisions of these clauses would need to be embed/deleted in line with the policy of the BUYERR in regard to involvement of Indian agents of foreign suppliers.
