

ENFORCEMENT DIRECTORATE, HEADQUARTERS

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

Open Tender Notice No.HQ/Cyber Lab/CFFAK/2015/12

Dated: 18/12/2017

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 of following **Equipment/Items required for Cyber Forensic Field Acquisition Kits for All Zonal and Sub-Zonal including Regional Offices of Enforcement Directorate** (hereinafter referred to interchangeably as the “Equipments” or the “Items” or the “Goods” or the “Stores” or the “System”) as per the Technical Specifications (**Chapter-3**) in this document: -

Sl. No.	Description	Quantity
1.	<u>High End Laptop</u> Description: Latest configuration laptop with Core i7 7 th Generation alongwith at least 32 GB of Ram, Blu-Ray/DVD/CD Writer and latest OS for analysis and report generations and other utilities.	32
2.	<u>Kit of RF Isolation Bags for different sizes (Kit of 5 bags with different standard Sizes)</u> Description: Radio Frequency Isolation bag used to prevent mobile phone data from being contaminated during storage and transportation. This small size RF Bag puts rapid and secure collection of wireless devices in the hands of every officer in the field for transport to their lab for further investigation.	32 Kits

- 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.

2. Schedule of Tender:

- 2.1 Bid submission will be tentatively started from 19/12/2017 at 0900 Hours and will be closed on 08/01/2018 at 1100 Hours.
- 2.2 Application fee of **Rs.500/- (Rupees Five Hundred only)** in the form of Account Payee Demand Draft/Pay Order/Bankers Cheque drawn in favour of Deputy Director (Admn.), Enforcement Directorate, Hqrs., New Delhi-110003 shall be attached alongwith the Technical Bid of Tender. **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 item 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 1130 Hrs. on 09/01/2018** in the Conference Hall, Enforcement Directorate, 6th Floor, Lok Nayak Bhawan, Khan Market, NewDelhi - 110003. The bidders or their authorized representatives may be present, if they so desire.
- 2.5 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.
- 2.6 As part of Technical Evaluation of Bids, the Bidders shall arrange presentation and live demonstration of their quoted Equipments/Items **within a period of 7-10 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 attached with the technical bid by the bidders that the firm is ready to give live demonstration of their quoted equipment/item within 07 days from the date of opening of the Technical Bid.
- 2.7 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.
- 2.8 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.
- 2.9 The bidder who has the lowest financial bid as per the requirement in para 12 of chapter 1 will be selected and will be awarded the contract.
- 2.10 If single bid is received the competent authority will decide on the criteria as per GFR rule 173 (xix and xx).
- 3. Delivery and Installation:** Delivery, installation and testing of the equipments at Regional/Zonal/Sub-Zonal offices of Enforcement Directorate 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. 2 Crores 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 alongwith 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) @ 5% of the total amount of tender 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 Sales Tax/VAT Department:** The bidders should be registered with the Sales Tax/VAT Department, with respect to Sales Tax/VAT and shall furnish the copies of the same with their Technical Bid alongwith their latest Sales Tax/VAT 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 softwares 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 to 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 (**Chapter-1 Para 1.1**) 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 10% 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. Sales Tax/VAT/Service 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 Sales Tax/VAT 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/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 on site 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**.

13.3 Bidder must also provide all upgrades/updates and support in respect to softwares during the warranty & guarantee period.

13.2 **AMC** is to be considered as a loading factor and a criterion for deciding the lowest bidder.

14. 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 ST/VAT Regn. Certificates (Clause-9 of Chapter-1).
- vi) Copies of Latest ST/VAT 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 8.2 of Chapter-2.
- xi) Certificate as per clause 9.11 of Chapter-2.
- xii) Certificate as per clause 11.1 of Chapter-2.
- xiii) Schedule of Requirements (Chapter-3).
- xiv) Technical Specifications of the Goods/Stores (Chapter-3).
- xv) Bidders Particulars (Annexure C1 of Chapter-6).
- xvi) Bid Form (Annexure C2 of Chapter-6).
- xvii) Guarantee/Warranty (Annexure C3 of Chapter-6).
- xviii) Bid Letter (Annexure C4 of Chapter-6).
- xix) All technical brochures/documents relevant to the Bid.
- xx) Documents in support of turnover (Para 6.2 of Chapter-1)
- xxi) Pre Contract Integrity Pact (Para 10.5 of Chapter-1)
- xxii) Undertaking in support of Cooperation with the System Integrator (Para 6.3 of Chapter – 1)

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.

15. Procedure for Submission of Bids:

15.1 It is proposed to have a Two-bid System for this tender:-

- a) Technical Bid in one sealed cover super-scribed "Technical Bid", "Tender for Various Equipment/Items required for Cyber Forensic Field Acquisition Kits of Enforcement Directorate" and "date of opening". Please note that prices should not be indicated in the Technical Bid.
- b) Financial Bid in one sealed cover super-scribed "Financial Bid" and "Tender for Various Equipment/Items required for Cyber Forensic Field Acquisition Kits of Enforcement Directorate".

- 15.2 Bidders are advised to follow the online bidding procedure as per the instruction for bidders are available on the following link of the website: <https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=StandardBiddingDocuments&service=direct&session=T&sp=SdBkeXCSPGF%2FIMBbn3gTCxwTLv1j8J%2BSx6eP%2BkjZw4iMUDz9NuwsdNHgvweJ55Nbv3%2FLtZgiyEWrM%0AyiUWgH6uwA%3D%3D>
- 15.3 Foreign firm can participate in the tender through their authorized agents appointed in India.

(J.P. SINGH)
DEPUTY DIRECTOR (ADMN.)

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 10 percent 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 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 five percent (05%) of the contract price from a commercial bank within the validity period of the Contract Performance Security. The Performance Security can also be furnished in the shape of 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 The payment will be made after receipt/Final Acceptance of the goods and receipt of Supplier's bill complete in all respect, in Indian currency only. **No claim for interest on delayed payment will be entertained.**
- 3.4 No advance payment shall be made.

4. **Packing, 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 and testing of the equipments at Regional/Zonal/Sub-Zonal offices of Enforcement Directorate 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 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
 - 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/Warrantee:**
 - 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 Regional offices i.e. Delhi, Mumbai, Kolkata, Chennai and Chandigarh 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 warranty/guarantee period.
- 8.4 The Supplier shall provide necessary Software updating/upgrades and support free of cost during the warranty/guarantee period and also during the period of AMC, if awarded.
- 8.5 The maintenance services, including spares shall be **free of cost** during the warranty/guarantee and AMC period.
- 8.6 During the term of warranty/guarantee 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 carryout the Preventive Maintenance and diagnostics of the equipment during the 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, 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. 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 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 (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 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 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.
- 9.10 If the Supplier fails to repair or replace the defective card/item, 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 & Handling) Rules, 2011. 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 Bidder shall undertake to train the staff nominated by Enforcement Directorate in different aspects of equipment design, functioning, testing, operation & administration, maintenance and repair.
- 10.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Enforcement Directorate personnel who may be deputed to work on the project.
- 10.3 The user operational training program, and demonstration of equipment shall be provided to officials of Enforcement Directorate at the time of initial setup at the user's location.

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 05 (Five) years on continuing basis and life time spares after 05 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 including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **Clause-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 bidder 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 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 Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

15. Patent Indemnification: The Supplier shall indemnify the Purchaser against all third party claims of 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 Delhi Courts 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, 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 in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

(J.P. SINGH)
DEPUTY DIRECTOR (ADMN.)

* * * * *

CHAPTER -3
TECHNICAL SPECIFICATIONS FOR VARIOUS EQUIPMENT/ITEMS REQUIRED FOR
CYBER FORENSIC FIELD ACQUISITION KITS OF ENFORCEMENT DIRECTORATE
(Enclose with Technical Bid)

Sl. No	Description	Qty
1.	<p><u>High End Laptop</u></p> <ol style="list-style-type: none"> 1. Core i7 7th Generation processor or better 2. 15" wide Screen with high resolution or better 3. Minimum Ram of 32GB and extendable upto 128 GB 4. HDD 256 SSD drive and option for additional expandable SATA slot 5. Blu-Ray Disk may be provided, if internal is not available external shall be provided. 	32
2.	<p><u>Each Kit of RF Isolation Bags should contain different standard sizes as follow:</u></p> <ol style="list-style-type: none"> 1. w: 4.5in / h: 9.5in (Folded Height) For Mobile Phone 2. w: 8.5in / h: 13.5in (Folded Height) For Mobile Phone 3. w: 8.5in / h: 13.5in (Folded Height) for Tablet 4. w: 18in / h: 12.5in (Folded Height) for Laptop 5. w: 24.5in / h: 19in (Folded Height) for Laptop 	32 Kits

CHAPTER – 4
PROFORMA FOR PRICE SCHEDULE

(Attach with financial bid)

**TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENT/ITEMS
REQUIRED FOR CYBER FORENSIC FIELD ACQUISITION KITS OF ENFORCEMENT
DIRECTORATE**

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)	Sales Tax 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 per annum (including service tax)	AMC Charges for 02 years (including service tax)
A	b	c	d	e	f	g	h	i	j	k	l
1.	<u>High End Laptop</u>	32									
2.	<u>Kit of RF Isolation Bags for different sizes (Kit of 5 bags with different standard Sizes)</u>	32									

- 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 Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

- 4.2 Sales Tax @ ----- against form-D as applicable on items ----- of Exhibit-C of the Contract.
5. CONTRACT PERFORMANCE BANK GUARANTEE
6. PAYMENT SCHEDULE
7. DELIVERY
8. INSURANCE
9. INSPECTION AND TESTS
10. WARRANTY
11. DELAY IN THE SUPPLIER'S PERFORMANCE
12. LIQUIDATED DAMAGES
13. FORCE MAJEURE
14. PATENT INDEMNIFICATION
15. WAIVER
16. ASSIGNABILITY
17. SEVERABILITY
18. GOVERNING LAW
19. TERMINATION FOR DEFAULT
20. TERMINATION FOR INSOLVENCY
21. TERMINATION FOR CONVENIENCE
22. RESOLUTION OF DISPUTES

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

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

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

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

CHAPTER – 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-110 003.

Sir,

Having examined the Bid Documents of **TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS FOR CYBER FORENSIC FIELD ACQUISITION KITS FOR USE IN ENFORCEMENT DIRECTORATE** 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 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

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

We have noted the contents of Contract Form (Chapter 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

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

To

The Deputy Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Nayak Bhawan, Khan Market,
New Delhi-110 003.

**REF: TENDER FOR SUPPLY & INSTALLATION OF VARIOUS
EQUIPMENTS FOR CYBER FORENSIC FIELD ACQUISITION KITS
FOR USE IN ENFORCEMENT DIRECTORATE.**

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 Nayak Bhawan, Khan Market,
New Delhi-110 003.

Ref: **TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS FOR CYBER FORENSIC FIELD ACQUISITION KITS FOR USE IN ENFORCEMENT DIRECTORATE.**

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 _____2013.

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-110 003.

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 _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

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

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

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

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

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

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

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

Dated this _____ day of _____ 2013 _____ at

WITNESS

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

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

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

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

(Enclose with Technical Bid)

Date: _____

To,

The Deputy Director (Admn.),
Enforcement Directorate, Headquarters,
6th Floor, Lok Nayak Bhawan, Khan Market,
New Delhi-110 003.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

**TENDER FOR SUPPLY & INSTALLATION OF VARIOUS EQUIPMENTS FOR CYBER FORENSIC
FIELD ACQUISITION KITS FOR USE IN ENFORCEMENT DIRECTORATE**

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 _____2014, between, on one hand, the President of India acting through Shri J.P. Singh, 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 FIELD ACQUISITION KITS 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, Ministry of Finance, Department of Revenue, 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.

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/authorised

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.15,00,000/- 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

- 4.1 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. J.P. Singh
Deputy Director (Admn.)
Directorate of Enforcement, Hqrs.,
Ministry of Finance,
Department of Revenue,
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.