

**TENDER NOTICE NO.406/CSA (Q-1A)/DCP/P&L/2017**

**CHAPTER – 1**

**INSTRUCTIONS TO BIDDERS**

**1. General:**

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

1.16 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 The tender document can be downloaded from Central Public Procurement Portal website <http://eprocure.gov.in/eprocure/app>. Bid submission will tentatively start from **16/10/2017**. Bid submission will be closed on **06/11/2017** at **1130 Hours**.
- 2.2 The scanned copy of Application Fee of **Rs.500/- (Rupees Five Hundred only)** in the form of Account Payee Demand Draft/Pay Order/Bankers Cheque drawn in favour of Dy. Commissioner of Police (Prov. & Logistics), 5, Rajpur Road, Delhi-110054 shall be attached in the prescribed column alongwith the Technical Bid of Tender. **The Application Fee is non-refundable.** The original DD/Pay Order/Bankers Cheque i.e. Application Fee shall be submitted by the bidder at the time of tender opening. **Failure to submit the tender fee would result is rejection of the bid.**
- 2.3 As per instructions of the Govt., the tender document has been published on the Central Public Procurement Portal: <http://eprocure.gov.in> The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates before the stipulated date & time.
- 2.4 The online **Technical Bids** will be opened at **1130 Hrs.** on **07/11/2017** in the Committee Room, at 5, Rajpur Road, Delhi. The bidders or their authorized representatives may be present, if they so desire.
- 2.5 The representatives (Employee, Manager, Owner, Partner, 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 Software/Gadgets **within a period of 7 days** from the opening of the technical bids to show that they fully conform to this tender. The bidders will be intimated the exact date and time slot for them to carry out such demonstration. The bidders are advised to make all necessary arrangement for the live demonstration of the quoted Software/Gadgets well in advance, as they will be required to adhere to the time schedule given to them soon after bid opening/technical bid evaluation. An undertaking to this effect is to be attached with the technical bid by the bidders that the firm is ready to live demonstration of their quoted Software/Gadgets within 07 days from the date of opening of the Technical Bid.
- 2.7 After evaluation of the technical bids and live demonstration, the short-listed bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.8 The price bids of the short-listed bidders will be opened in the Committee Room at 5, Rajpur Road, Delhi and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
- 2.9 Submission of online scanned copies of unwanted/irrelevant documents/ out of contest document to disturb/misuse the online procurement system will be taken

seriously and stringent action will be taken against the such bidders, besides action for rejection of bids and blacklisting of firm will be initiated.

- 2.10 The following considerations of paramount importance will be taken into account while evaluating the bids:
- (i) Whether the product or services offered are of the requisite tender specifications.
  - (ii) Whether the bidder has the ability to deliver the product and services as per specifications.
  - (iii) The ability of the bidder to take follow up action, rectify defects or to give post contract services.
  - (iv) Time which will be taken to deliver the product or services.

**3. Delivery, Installation and Commissioning :** Delivery, installation, testing & commissioning of the Application at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **30 (Thirty) days** from the date of Award of Contract.

**4. Purchaser's right to accept any Bid and to reject any or all bids:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

**5. Bidder Qualification:** The "**Bidder**" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the Manufacturer/OEM of the store as mentioned in Chapter-3 for which documentary proof be submitted for their registration with any govt. authority like Ministry of Industries- G.O.I., NSIC, MSME etc. or authorized distributor of the OEM. If the bidder participates as authorized distributor of the OEM, he will submit authorization letter duly issued by the OEM/Manufacturer for distributorship to re-sell the tender items in the territory of India.

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

- 6.1 The scanned copy of Bid Security Deposits (Earnest Money) for items quoted in your bid (mentioning item number) as per details mentioned below, 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 Commissioner of Police, Prov. & Logistics, Delhi shall be attached in the prescribed column alongwith the Technical Bid of Tender. The original EMD in the shape of DD, FDR, Banker's Cheque or BG shall be submitted by the bidder at the time of tender opening. **Failure to do so will result in the rejection of the bid**

<b>Sl. No.</b>	<b>Name of Items</b>	<b>Quantity</b>	<b>EMD (in Rs.)</b>
1.	Paraben Bundled Software	01 No.	10,000/-
2.	Access Data Forensic Toolkit and Triage	01 No.	50,000/-
3.	Hard Disk (3 Tb)	30 Nos.	20,000/-
	Hard Disk (2 Tb)	20 Nos.	
	Hard Disk (1 Tb)	40 Nos.	

- 6.2 The bidders registered with Micro and Small Enterprises (MSEs) as defined in MSE procurement policy and issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the

concerned Ministry or Department or Start ups as recognized by Department of Industrial Policy & Promotion (DIPP) for the requisite item(s) is exempted from Bid Security and Application Fee. But the bidders will have to submit scanned copy of the Registration Certificate with the technical bid of the tender to avail this exemption. The original document projected for Application Fee & Bid Security exemption can be verified/checked.

- 6.3 As per instructions contained in the Order's No.P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017 circulated/issued by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi in pursuance of provision of Rule 153(iii) of General Financial Rule 2017, to encourage "Make in India" and promote manufacturing and production of goods and services in India, preference will be given to local supplier/bidder meeting the criteria prescribed in the above said order. All the instructions mentioned therein will be adhered. No representation/request of any firm(s) against the decision taken by the Deptt. in pursuance of these orders/instructions will be entertained at any stage on any ground whatsoever it is.
- 6.4 The Bid Security (Earnest Money) shall be valid for Sixty days beyond the bid validity period from the date of opening of the Bid by the Purchaser. No interest will be payable by the Purchaser on this amount.
- 6.5 The Bid Security (Earnest Money) may be forfeited:
- a) if a Bidder withdraws his bid during the period of bid validity; or
  - b) in the case of the finally selected Bidder, if the Bidder fails;
    - i) to sign the Contract in accordance Clause 1 of Chapter-2; or
    - ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
    - iii) if at any stage any of the information/declaration is found false.
- 6.6 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to **Clause-1 of Chapter-2** and furnishing the Performance Guarantee, pursuant to **Clause 2 of Chapter-2**.
- 6.7 Bids not accompanied by Earnest Money would be summarily rejected.
- 7. Period of Validity of Bids:** Bids shall remain valid for **06 (Six) calendar months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 8. Registration with G.S.T. Department:** The bidders should be registered with the G.S.T. Department and they shall furnish scanned copies of the same with their Technical Bid.
- 9.** All the bidder shall also furnish a copy of latest VAT/GST deposit receipt/challan/return with their Technical Bid.
- 10. Terms and conditions of Tendering Firms:**
- 10.1 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. The bidder has to accept all the terms & conditions of the tender and there should be no deviation.
- 10.2 Bidder must state categorically whether or not his offer conforms to the specifications given in Chapter 4.
- 11. Bid Requirements:**

- 11.1 The Bidder must quote for the required quantities item wise as listed under the Schedule of Requirements (**Chapter-3**) in the Price Schedule format, **Chapter-5** separately.
- 11.2 The successful bidder(s), irrespective of their registration status, shall be required to furnish Contract Performance Security in shape of **Bank Guarantee for 10% of the Contract Price**, at the time of award of Contract as per the prescribed proforma (Annexure-C6 of Chapter-7 & Clause 2 of Chapter-2. The Contract Performance Security can also be furnished in the shape of A/c Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the commercial banks.
- 11.3 All the bidders participating in the Tender must attach a scanned copy of the list of their owners, partners, directors etc. and also attached a scanned copy of the undertaking to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India. Any firm black listed by any Govt. Deptt. or any criminal case registered against the firm shall not be considered for this tender.
- 11.4 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.

## **12. BID PRICES:**

- 12.1 The Bidder shall fill-up the rates on the Price Schedule, **Chapter-5** attached to these documents the Unit Prices and total Prices of the product it proposes to supply under this tender in the following manner:-
- i. Unit Price in Indian Rupees
  - ii. 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 including all Taxes, Duties & other Charges, in Indian Rupees.
  - vi. Total Extended Price FOR destination including all taxes, duties and other charges, 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 price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

**13. GUARANTEE/WARRANTY**

13.1 The Bidder shall provide onsite comprehensive Guarantee/Warranty for the equipments at least for a period of **03 (three) Years** from the date of final acceptance of the equipments.

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

**a) Technical Bid** comprising of the following scanned documents duly signed & stamped and to be filled on the format sheets provided in each Tender Document. In the absence of any of the following documents, the bid will be declared disqualified/cancelled straightway without any further clarification :-

i)	Application Fee of Rs.500/- (Clause 2.2, Chapter-1).
ii)	Earnest Money Deposits for each items separately (Clause-6 of Chapter-1).
iii)	Undertaking as per Clause 2.6 of Chapter-1.
iv)	Proof of EMD Exemption (Clause-6.2 of Chapter-1).
v)	Copy of GST Regn. Certificates (Clause-8 of Chapter-1).
vi)	Copies of Latest VAT/GST deposit receipt/challan/return.(Clause-9 of Chapter-1)
vii)	List of the firm’s owners/partners/directors etc. as per clause 11.3 of Chapter-1
viii)	Certificate for non-blacklisting of firm and non-registration of criminal case, as per clause 11.3 of Chapter-1.
ix)	Schedule of Requirements (Chapter-3).
x)	Technical Specifications of the product (Chapter-4).
xi)	Bidders Particulars (Annexure C1 of Chapter-7).
xii)	Bid Form (Annexure C2 of Chapter-7).
xiii)	Guarantee/Warranty (Annexure C3 of Chapter-7).
xiv)	Bid Letter (Annexure C4 of Chapter-7).
xv)	Tender Acceptance Letter (Annexure C6 of Chapter-7).
xvi)	All technical brochures/documents relevant to the Bid.

**b) Price Bid:** Price Schedule Chapter-5 to be filled in accordance with the formats provided in the Tender Document.

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



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

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

### **15.2 REGISTRATION**

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click **here to Enroll**" on the CPP Portal is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

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

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

### **15.4 PREPARATION OF BIDS**

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

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

### **15.5 SUBMISSION OF BIDS**

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



- ix) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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

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

Sd/-  
DY. COMMISSIONER OF POLICE,  
PROV. & LOGISTICS: DELHI.

## CHAPTER – 2

### CONDITIONS OF CONTRACT

**1. Award of Contract:**

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 07 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/ placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.

**2. Contract Performance Bank Guarantee:**

- 2.1 At the time of signing the contract/placement of supply order, the Supplier shall furnish a Contract Performance Security in shape of A/C Payee Demand Draft, FDR or Bank Guarantee for **10 percent** of the value of the Contract price, as per the prescribed proforma (Annexure-C5 of Chapter-7), from a commercial Bank.
- 2.2 The Contract Performance Security will be in the name of the Deputy Commissioner of Police (Prov. & Logistics), Delhi Police, 5, Rajpur Road, Delhi-110054.
- 2.3 The Contract Performance Bank Guarantee should be valid for a period of **03 (three) years and 06 (six) months** from the date of award of the contract. This will be released after the successful completion of warranty period.
- 2.4 In the event of delay in acceptance of the product, 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.

**3. Payment Schedule :** The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows: -

- 3.1 **Delivery of Product:** The Supplier shall notify the Purchaser about the delivery of the Product to the Delivery Site one week in advance of the expected date of partial or complete delivery.
- 3.2 The payment will be made after receipt/Final Acceptance of the product and receipt of Supplier's bill complete in all respect, in Indian currency only. **No claim for interest on delayed payment will be entertained.**
- 3.3 No advance payment shall be made.

**4. Delivery, Installation and Commissioning:** Delivery, installation, testing & commissioning of the Application at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within 30 **(Thirty) days** from the date of Award of Contract.

**5. Inspection:**

- 5.1 The Purchaser shall have the **right to inspect** and/or test the **product** for conformity to the Contract Specification.
- 5.2 Should any inspected or tested product fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected product or make all alterations necessary to meet specification requirements free of cost to the Purchaser
- 5.3 For the purpose of taking over the product supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The product that meets the acceptance test shall only be accepted by the Purchaser.

5.4 The installation or commissioning shall not be deemed to have been completed unless entire application is accepted by the Purchaser.

**6. Guarantee/Warranty:**

6.1 The Supplier shall provide comprehensive on-site Guarantee/Warranty for the entire Software/Gadgets supplied under the Contract at least for a period of **03 (Three) years** from the date of final acceptance of the Application.

6.2 The Supplier must setup a maintenance base in Delhi within a period of two months of the supply order to provide maintenance and up-gradation of the Application being offered, “efficiently and promptly”. Certificate in this regard shall be attached by the Bidders with their technical bid.

6.3 The Supplier shall provide necessary Software updating free of cost during the warranty/guarantee period.

6.4 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within two hours** from the time of such calls. The fault should be repaired on the same day at Purchaser’s location. In case of major defects requiring the defective Software/Gadgets to be taken to the Supplier’s workshop, it should be returned within a week duly repaired and an immediate substitute Application will be provided by the Supplier for the smooth operation. The to and fro transportation of the Software/Gadgets will be the responsibility of Supplier.

6.5 Apart from the service/repair calls, the service engineer deputed by the Supplier will visit the site once in every 03 months to carry out the Preventive Maintenance and diagnostics of the equipments during the Warranty Period.

6.6 Delays in attending the calls and or repairing the fault beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 10**.

6.7 If the Supplier fails to repair fault, the Purchaser will be free to get the same repaired from the market and its cost will be adjusted from the Supplier’s Contract Performance Security.

**7. Training:**

7.1 The scope of work envisages that the Bidder shall undertake to train the staff nominated by Delhi Police in different aspects of the Application i.e. design, functioning, testing & operation.

7.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Delhi Police personnel who may be deputed to work on the project.

7.3 The system Administration and Maintenance Training program, at the user’s location, will be structured so as to train 20 (Twenty) of the Delhi Police personnel deputed for the purpose.

7.4 The user operational training program, at the user’s location, will be structured so as to train up to 20 (Twenty) of the Purchaser’s supervisory and training personnel who will, in turn, train individual operators.

7.5 Bidder will provide complete details on the training programs to be offered including:

(1) Material to be covered

(2) Number of hours of training per operator or technician for each specific course

(3) Supporting documentation to be provided.

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

Delivery of the Software/Gadgets and performance of Services including 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-10** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-18** below accompanied by forfeiture of Bank Guarantee/Performance Security.

9. If the bidder fails to supply the product within the stipulated period, the Purchaser reserves the right to purchase the product from open market and difference of bill, if any, will be recovered from the bills of the bidder.

10. **Liquidated Damages :** If the Supplier fails to deliver the product or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half percent) of the total price of the delayed product or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the total price of undelivered product.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

## 16. **Termination for Default**

16.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- (i) If the Supplier fails to deliver the product within the time period(s) specified in the Contract; or
  - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 16.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 16.3 On termination of the Contract for default, action will be taken to black list the Supplier.
- 17. 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.
- 18. Termination for Convenience**
- The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 19. Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of Delhi Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

Sd/-  
DY. COMMISSIONER OF POLICE  
PROV. & LOGISTICS, DELHI

\* \* \* \* \*

**CHAPTER -3**

**BILL OF REQUIREMENT FOR PROCUREMENT OF EQUIPMENT FOR INSTALLATION ON MOBILE  
CYBER CRIME FORENSIC LAB OF EOW, DELHI POLICE**

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>
1.	Equipments for installation on Mobile Cyber Crime Forensic Lab of EOW, Delhi Police.	As per detail mentioned in Chapter-4

\* \* \* \* \*



## CHAPTER – 4

### TECHNICAL SPECIFICATIONS OF SOFTWARE/GADGETS

(Enclose with Technical Bid)

#### 1. Paraben Bundeled Software

##### **THUMB DRIVE DEVICE FOR EXTRACTION OF CHAT LOGS**

Should be able to search entire computer, scan it for chat logs from Yahoo, MSN 6.1, 6.2, 7.0, & 7.5, ICQ 1999-2003b, Trillian, Skype, Hello, & Miranda and create a report in an easy to read format

##### **THUMB DRIVE DEVICE FOR EXTRACTION OF DATA FROM ANDROID DEVICES AND IOS DEVICES**

###### **Should Supports**

- Android 1.x
- Android 2.x
- Android 4.0
- Android 4.1
- Android 4.2
- Android 4.3
- Android 4.4
- Android 5.0 (deleted data from SD card only)

###### Supports

- iPhone
- iPad
- iPod Touch
- iTunes Backup

###### Recovers Deleted Data From the Phone

- Texts (SMS/MMS)
- Call Logs
- Contacts
- Calendar Entries
- Notes
- Photos/Images
- MP3
- Video
- Documents

###### Recovers Deleted Data From Applications

- Facebook
- Facebook Messenger
- Chrome
- LinkedIn
- Jott Messenger
- TextFree
- TextPlus

- WhatsApp
- KIK
- Whisper
- Vkontakt

**THUMB DRIVE FOR EXTRACTION OF ILLICIT IMAGES IN SUSPECT COMPUTER**

- perform unlimited scans on for images and videos on your computer for illicit images on any compatible computer
- Even if pictures and videos are deleted, they should be recovered and scanned.
- Scans computer hard drives, USB drives, or any other storage that mounts as a drive letter in Windows.
- Securely delete found images and video so they can't be recovered again.
- Blurred picture viewer keeps you from seeing unwanted pornography.

**SOFTWARE FOR EXTRACTION OF DATA FROM SIM CARD**

Recover deleted sms/text messages and perform comprehensive analysis of SIM card data.

includes the software as well as a Forensic SIM Card Reader.

has unicode support to read multiple languages such as Arabic, Chinese, & Russian.

recover deleted data such as text messages and last numbers dialed.

Includes SIM Card reader as well as micro and nano SIM adapters.

**SOFTWARE FOR EXTRACTION AND ANALYSIS OF EMAILS**

Broad Email Support

- Microsoft Outlook (PST)
- Microsoft Outlook Offline Storage (OST)
- America On-line (AOL)
- The Bat! (version 3.x and higher)
- Thunderbird
- Outlook Express
- Eudora
- Email file - RFC 833 Compliant(EML)
- Windows mail databases
- Maildir
- Plain Text mail
- Support for more than 750 MIME Types

Recover Deleted Email From

- Outlook (PST & OST)
- Thunderbird
- Eudora
- The Bat!

Export/Convert Email

Export any supported email to .PST, .EML, .MSG, .EMX formats. You can even load search words and filter by date and other criteria to combine several tasks into one easy export. Batch exporting is also available. Load several email databases into the batch export at once.

Forensics or eDiscovery

Email Examiner has been used for over 12 years by computer forensic experts as well as eDiscovery experts. No matter what the nature of your email investigation is, Email Examiner has the features and power to make your job easier.

## 2. Access Data Forensic Toolkit and Triage

Sr. No.	Integrated Disk Forensic Software
1	Should have built in module to Create forensic images of suspected storage device in DD,E01, SMART & AFF format with authentication with MD5 and SHA1 hash
2	Should analyze registry of windows based machine to extract vital information like Typed web address, USB device information, saved passwords, OS install date, OS name and version etc.
3	Should have built in module to Recover passwords (Password recovery Tool) from 100+ applications as MS Office up to version 2010, Financial Accounting software Tally, Adobe pdf, Win Zip, allow examiner to perform distributed password recovery by harness idle CPUs across the network to decrypt files and perform robust dictionary attacks, facility for generating biographical dictionary for password attack.
4	Should allow user to create physical drive from image
5	Should use Oracle or PostgreSQL database in background to store large amount of data.
6	Should have KFF hash library with 45 million hashes
7	Should have advanced data carving engine which allows examiner to carve allocated and unallocated data on mentioned criteria to reduce the amount of irrelevant data carved while increasing overall thoroughness: File size, file type, pixel size, over 50 custom data carvers for windows, MAC, Linux and Internet artifacts.
8	Should support RAM dump analysis.
9	Should support 32 bit or 64 bit windows .
10	Should support email analysis of various email clients as: Outlook PST/OST, Outlook Express DBX, Exchange EDB, Notes NSF, EML (Microsoft Internet Mail), Eudora, Thunderbird, Quickmail, Netscape, AOL etc.
11	Should Supports analysis of encrypted images with popular encryption technologies, such as Credant, SafeBoot, Utimaco, EFS, PGP and Guardian Edge with known passwords.
12	Should support for Mac like Process B-Trees attributes for metadata, PLIST support, SQLite database support, Apple DMG and DD_DMG disk image support, JSON file support etc.
13	Should Create reports and export them into native format, HTML, PDF, XML, RTF, and more - with links back to the original evidence.
14	easy-to-use GUI with pre-defined and customizable data views, advanced filtering, dockable windows and automated data categorization.
15	Should have integrated add-on malware analysis facility
16	Should have 3 year warranty, updates and support.

Field Forensics Triage Software	
1	Should be able to preserve volatile data - Should collect network and system information, as well as live memory
2	Should preview and acquire full disk, targeted data, or copy an external hard drive.
3	Should support powered-down Apple® computers with Intel® processors
4	USBs should be programmed to auto collect according to collection profiles.
5	Should allow Auto-export data collected from the target system to a designated location on the same network
6	Should create AD1, E01, RAW, or SMART images of collected data
7	There should be no need to carry a laptop and write blocker.
8	Should preview the file system and target data by criteria, including keyword(s), hash, regular expression, file size, date and time, extensions, file path and illicit images.

- 3. Hard Disk - 3Tb**
- 4. Hard Disk - 2Tb**
- 5. Hard Disk - 1Tb**

**\*\*\*\*\***

## CHAPTER - 5

### PROFORMA FOR PRICE SCHEDULE

(Attach with Price Bid)

#### TENDER FOR PROCUREMENT OF EQUIPMENT FOR INSTALLATION ON MOBILE CYBER CRIME FORENSIC LAB OF EOW, DELHI POLICE

S. No.	Description of work/item	Qty.	Unit Price In Indian Rupees	GST on Unit Price In Indian Rupees	Other Govt. Levies/ Duties on Unit Price, if any (To be specified)	Incidental charges on Unit Price, if any (To be specified)	Total Unit Price FOR Destination (In Indian Rupees)	Total Extended Price FOR Destination including Taxes, Levies, Duties and others Charges [In Indian Rupees]
1	2	3	4	5	6	7	8	9
1.	Paraben Bundled Software	01 No.						
2.	Access Data Forensic Toolkit and Triage	01 No.						
3.	Hard Disks (03 TB)	30 Nos.						
4.	Hard Disks (02 TB)	20 Nos.						
5.	Hard Disks (01 TB)	40 Nos.						

- NOTE: -**
- 1. RATE SHOULD BE OFFERED ONLY FOR ENTIRE APPLICATION.**
  - 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 PRICE BID AS CLARIFIED IN CLAUSE NO. 1.5 OF CHAPTER-1.**

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

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

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



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

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

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

**WHEREAS**

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

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

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

**2. CONTRACT DOCUMENTS:**

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

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

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

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

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

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

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

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

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

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

5. CONTRACT PERFORMANCE BANK GUARANTEE

6. PAYMENT SCHEDULE

7. DELIVERY

8. INSURANCE

9. INSPECTION AND TESTS

10. WARRANTY

11. DELAY IN THE SUPPLIER'S PERFORMANCE

12. LIQUIDATED DAMAGES

13. FORCE MAJEURE

14. PATENT INDEMNIFICATION

15. WAIVER

16. ASSIGNABILITY

17. SEVERABILITY

18. GOVERNING LAW

19. TERMINATION FOR DEFAULT

20. TERMINATION FOR INSOLVENCY

21. TERMINATION FOR CONVENIENCE

22. RESOLUTION OF DISPUTES

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

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

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

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

**CHAPTER - 7**

**OTHER STANDARD FORMS**

---

**ANNEXURE-C1**

**BIDDER PARTICULARS**

**(Attach with Technical Bid)**

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

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Date

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

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

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

Sir,

Having examined the Bid Documents of **TENDER FOR PURCHASE OF EQUIPMENTS FOR INSTALLATION ON MOBILE CYBER CRIME FORENSIC LAB OF EOW, DELHI POLICE.**

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

<b>(Name of the Firm)</b>	<b>(Description of product and Services)</b>
---------------------------	--

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

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

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

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

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

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

SIGNATURE AND SEAL OF BIDDER

**GUARANTEE**  
**(Attach with Technical Bid)**

To

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

**REF: TENDER FOR PURCHASE OF EQUIPMENTS FOR INSTALLATION ON  
MOBILE CYBER CRIME FORENSIC LAB OF ECONOMIC OFFENCES  
WINGS, DELHI POLICE.**

Sir,

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

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

SIGNATURE AND SEAL OF BIDDER

SIGNATURE OF THE WITNESS

DATE \_\_\_\_\_



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

To

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

Ref: **TENDER FOR PURCHASE OF EQUIPMENTS FOR INSTALLATION ON  
MOBILE CYBER CRIME FORENSIC LAB OF ECONOMIC OFFENCES  
WINGS, DELHI POLICE.**

Sir,

We declare:

1. a) That we are manufacturers / authorized distributors of \_\_\_\_\_.  
b) That we/our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
  2. We hereby offer to supply the product at the prices and rates mentioned in the Price Bid at **Chapter 5**.
  3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply of the product** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
  4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at all the location (site) to be indicated by Delhi Police.
  5. We attach herewith the complete Price Bid as required by you and also attached the Check List.
  6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the Price Bids and that we shall remain bound by a communication of acceptance within that time.
  7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
  8. Certified that the Bidder is:  
a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.  
or  
a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.  
or  
a company and the person signing the tender is the constituted attorney.
- NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.**
9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Details of enclosures:

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

**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

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

Date \_\_\_\_\_

To,

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

Dear Sir,

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

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

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

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

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

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

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

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

(indicate the name of bank)

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs \_\_\_\_\_\*\_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_\*\*\_\_\_\_\_ and shall be extended from time to time for

such further period as desired by M/s\_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016\_\_\_\_\_ at

WITNESS

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

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

NAME\_\_\_\_\_

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

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

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

Attorney\_\_\_\_\_

Attorney as per Power of

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

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

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

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

**To,**

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

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

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

**Name of Tender / Work: -**

**TENDER FOR PURCHASE OF EQUIPMENTS FOR INSTALLATION ON MOBILE  
CYBER CRIME FORENSIC LAB OF ECONOMIC OFFENCES WINGS, DELHI POLICE.**

**Dear Sir,**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per \_\_\_\_\_ your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)