



Tender No. NIELIT/CCU/Tech/40/12(1)
National Institute of Electronics and Information Technology
(An Autonomous Scientific Society of Ministry of Communications and Information
Technology Department of Electronics and Information Technology Electronics Niketan, 6,
CGO complex, Lodhi Road, New Delhi-110003)

TENDER DOCUMENT
for
Purchase of Tools and Equipments for
Creation of Computer Forensic Investigation Facility at
SFIO

Issued by:
Managing Director
NIELIT

Price of this Tender Document: Rs. 1000/- Only by DD/PO (non-refundable).
Pre-bid Meeting Date & Time: 13-8-2013 at 11.00 a.m.
Tender Submission closing Date & Time: 19-8-2013 at 3.00p.m
Tender Opening Date & Time: 19-8-2013 at 3.30p.m



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TENDER DOCUMENT

Managing Director , NIELIT, invites Sealed Tenders for Supply and Installation of Software, Software/Hardware, Server as listed in Annexure 'A' related to Computer Forensics Lab at SFIO(Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi). Detailed Technical Specifications of the items to be supplied is given in Annexure 'C'. Following instructions should be carefully noted and followed by the bidders:

GENERAL TERMS & CONDITIONS

1. The bidder's bid for the software, as selected to bid, must be for its latest version only as released by the OEM at that time. Software Version / Equipment Make & Model must be clearly stated by the bidder in both the bids – technical and commercial.
2. The license for the Software Application / Tools should be procured by the qualified bidder in name of SFIO(Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi) and relevant document for the same is required to be delivered to NIELIT along with the media with installable software for the softwares, as selected to bid, including the preinstalled softwares.
3. The equipment / item / software to be supplied should be supported by a Service / Support centre manned by the technical service / support engineers authorised by OEM.
4. The qualified bidder shall supply all the spares and accessories for installation & Commissioning, as may be required during erection, initial operation of the facility till successful commissioning at SFIO(Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi). The bidder will have to arrange / provide for all the testing equipment & tools required for successful installation, testing & acceptance, maintenance etc. For software items (except for subscription to online services and journals), MD5 checksum of software package files should also be provided along with supplied software for the purpose of verification of authenticity.

5. The Bidders should give clause-by-clause compliance for the detailed technical specification of the equipments / software applications / Tools in their technical bids. Compliance of all the terms & conditions, as stated in the Tender document, should also be given. An unpriced 'Bill of Material' for all the items as mentioned in Annexure 'A' of tender should be submitted for compliance of specifications and configurations of each of the items as part of the technical bid.
6. Bidder shall furnish a compliance statement of specifications & features of offered equipments/ items in the Technical Bid. Deviation on lower side of specifications will not be considered. Quotes for the latest versions of products only, as available on the closing date, shall be considered. No deviations in terms & conditions of the tender document will be accepted in any case. Complete Technical literature for each of the quoted item from OEM along with make, model number, specifications, configurations, product brochures, etc. of the systems / software / equipment highlighting the special features of their offer should be supplied by the bidder along with the quotation / technical bid.
7. If, a new version / model of any of the equipment, software, item, product, etc supplied to SFIO is released by its OEM / manufacturer within the next six months from the date of delivery; the said supplied item will be replaced by the supplier with the recently released version/model of the item without any extra cost.
8. A certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last three years, with company stamp and signed by authorized signatory should also be submitted.
9. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and providing maintenance support service after the sales of the equipments in India.
10. The Bidder will deploy their own manpower for the installation / integration of the equipments and should not be outsourced to any third party.
11. For a bidder, who has submitted the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender. A statement specifying that the quotations are strictly as per the terms and conditions of the tender, should be enclosed with the bids. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has submitted conditional bids, the bid will be summarily rejected.
12. Bids should be valid for a minimum period of 120 days after the closing of the submission of bids. In case of untoward delay, if any, tenderers may be requested by NIELIT to submit their willingness in writing to extend the validity of the bids for the requested period.



13. Govt. Levies like Sales Tax, VAT, Service Tax, etc. shall be paid at actual rates as applicable on the date of delivery. Bids should have the basic price quote only and Sales Tax, VAT, Service Tax, etc. should not be included in the bids.

14. The registration number of the firm along with the CST/VAT No. allotted by the sales tax department, as well as PAN number of the firm allotted by the income tax department should be submitted, failing which bidder's bid may be rejected. The bidder should be registered with Service Tax Department of the Government of India and copy of the valid Service Tax Registration No. should also be enclosed.

15. **Pre-bid Meeting:** NIELIT shall hold a pre-bid meeting with the prospective bidders on 13-8-2013 at 11.00 a.m in the NIELIT Conference Room. Queries received, from the bidders, two days prior to the pre bid meeting shall be addressed. The queries can be sent to NIELIT through a FAX to 011-2436335 or return receipt / acknowledged email to shameem@nielit.in

16. Quotations should be submitted in two separate covers. First cover, marked "TECHNICAL BID", should consist of the technical specifications of the items offered along with the supporting literature, brochures, drawings, names of the supplier / manufacturer, standard warranty period as offered by OEM and commercial terms, etc. This cover should also consist of the 'Bill of Material' as provided in the tender document with price column for the items offered must be marked clearly as 'Quoted'. Also, the bidder must mark clearly as 'Not Quoted' against the items not being offered. Tender Fee & Earnest Money Deposit (EMD) should also be submitted in this cover. Second cover, marked "FINANCIAL BID", should consist of the 'Bill of Material' as mentioned in 'Technical Bid' and quotes for the price bids in Indian Rupees Only. Both the covers should first be sealed separately, and then these should be kept in a single sealed bigger cover. This cover should be submitted before the closing date and time of tender bids submission to the official at the address given below:

NIELIT
Electronics Niketan
6 CGO Complex ,
Lodi Road,
NEW Delhi -110003

17. The cover for the bids should bear the following inscription along with the Group and S. No. of the items for which the bid is being submitted:

"Quotation for Purchase of Software Tools and Equipments for Computer Forensic Investigation Facility at SFIO

Tender No.. NIELIT/CCU/Tech/40/12(1)

Closing Date & Time for Submission of Bids: 19-8-2013 at 3.00p.m



18. The Bids must be submitted on or before the due date, i.e., 19-8-2013 by 3.00 p.m. Bids, received after the due date & time are liable to be rejected. In the unlikely event of our office closed on the closing date of the tender due to being a holiday or declared Holiday for Central Government offices, the closing date for submission of the bids will be on the following working day at the same time & venue. 'Technical Bid' covers of all the Bids received by the closing time will be opened on the same day, i.e. on 19-8-2013 at 3.30 p.m. Parties participating in the bid are requested to be present during the opening of bids.

19. Tenderer is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Central Vigilance Commission and Government of India as in force from time to time.

20. NIELIT reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.

21 NIELIT reserves the right to change (increase/decrease) the quantity of items to be procured or to place Purchase Order for the selected items only, that is, some of the items may be omitted from procurement in entirety.

22. Rates quoted by the Bidder shall be final and no negotiation will be held.

23. Incomplete quotations are liable to be rejected.

24. All the pages and drawings forwarded with the quotation should be sequentially numbered and shall be signed by authorised signatory with organisation's rubber stamp.

25. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.

26. Conditional tenders, on whatsoever ground, shall not be accepted and summarily rejected.

27. Any attempt of direct or indirect negotiation on the part of the tenderer with the authority to whom tender bids is to be submitted; or with the authority who is competent to finally accept it after the submission of the tender; or any other endeavour to secure any interest or any influence by the tenderer any means for acceptance of a particular tender will render the tenderer liable to be excluded from consideration.

28. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. The quotes should be exclusive of Sales Tax, VAT, Service Tax, etc; but inclusive of Octroi, Packaging & Forwarding charges etc, if any, for delivery at the premises, SFIO (Serious Fraud Investigation office) Ministry of Corporate



Affairs, Paryavaran Bhawan, CGO Complex, New Delhi). All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Bill of Material' provided in Annexure 'A'.

29. SUPPLY

(a) All the items will be supplied at SFIO (Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi) for inspection and installation by bidder. All the expenses involved in shipping the equipment to the SFIO will be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. NIELIT will have the right to reject the component/equipments supplied, if it does not comply with the specifications at any point of installation/inspections.

(b) All licenses for the softwares and software subscriptions, if any and as applicable, should be in the name of "SFIO (Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi)."

30. INSPECTION: NIELIT or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to NIELIT. In case any inspected or tested goods fail to conform to the specifications, NIELIT may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to NIELIT

31. EARNEST MONEY DEPOSIT (EMD): The bid must be accompanied by an Earnest Money Deposit, as stated in Annexure 'B' in the form of a Demand Draft drawn on any Indian Nationalized Bank in favour of NIELIT New Delhi. EMD should be valid for a minimum period of 120 days from the closing date (original) of the tender. Quotations received without EMD are liable to be rejected.

(a) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.

(b) The earnest money of all the unsuccessful tenderers will be returned as early as possible after the expiration of the period of the bid validity but not later than 30 days of the issue of the purchase order. No interest will be paid by NIELIT on the Earnest Money Deposit.

(c) The Earnest Money of successful bidder shall be returned after acceptance of the material subject to submission of Performance Bank Guarantee of the amount equivalent to 10% of the total price of the items supplied as per the purchase order placed.



32. The Financial Bids of only technically qualified bidders will be opened in the presence of their representatives on a specified date and time duly notified. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation. If NIELIT considers necessary, revised Financial Bids can be called from the technically shortlisted Bidders, before opening the original Financial Bids. In that case, the revised bids should not be higher than the original bids; otherwise the bid will be rejected & EMD will be forfeited of such defaulting bidders.

33. WARRANTY

(a) All the items must be quoted with minimum one year onsite warranty period; or above, if so provided by the OEM. Warranty period shall commence from the date of completion of - supply, successful installation & commissioning and acceptance by NIELIT; or 45 days after the date of complete delivery, if installation is somehow delayed by NIELIT only; whichever is later.

(b) Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 60 hours. The on-site comprehensive warranty period will commence from the date of acceptance of the equipment by NIELIT.

(c) The bidder shall submit an assurance that for maintenance of the supplied item, inventory of the spares will be maintained at least for next five years from the date of supply of the hardware/equipment/software to SFIO(Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi).

34. **DELIVERY:** The delivery of the items must be made within four (04) weeks of placement of the purchase order. Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions - forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per the respective Clause (next) or / and cancellation of the purchase order for being defaulter.

35. **LIQUIDATED DAMAGES:** If the supplier fails to either deliver any or all of the goods or do not complete the installation within the period as specified in the purchase order, NIELIT shall without any prejudice to its other remedies, deduct liquidated damage at the rate of one per cent (1%) of the quoted price for the delayed goods for every week or part thereof.

36. PAYMENT

(a) A pre-receipted bill in triplicate in the name of NIELIT New Delhi duly supported by purchase order, Delivery Challan, Inspection / Acceptance Certificate after installation, commissioning and testing of the items at site should be submitted to NIELIT for processing of the documents for making the payment.



(b) Bills for payment of 90% of the quoted price shall be processed for payment by NIELIT on receipt of the pre-receipted bill in triplicate after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the equipment and the balance 10% payment would be released after expiry of the standard warranty period. 100% of the payment may also be released on receipt of pre-receipted bill in triplicate after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the equipment, if the firm submits the Bank Guarantee for Performance Security of the amount equivalent to 10% of the quoted price, which should be valid for the duration of the standard warranty period.

37. PERFORMANCE SECURITY: Successful bidders shall submit a Performance Security of 10% of the cost of the equipment within 15 days of the placement of purchase order. The Performance Security should be in the form of Bank Guarantee by any Indian Nationalized Bank. The Bank Guarantee should be valid for one month more than the duration of the warranty period. In case, supplier either fails to deliver the items within delivery period or do not provide satisfactory maintenance service during the warranty period, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the warranty period is over. No interest will be paid by NIELIT on the Performance Security.

38. FORCE MAJEURE: During Force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock ants, Epidemics, Civil Commodities, the bidder shall provide their best possible service in given circumstances.

39. ARBITRATION: In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms herein above contained or any claim or liability of the party, the same shall be referred to the Sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing up on the other party notifying its intention for appointment of Arbitrator should both parties fail to agree on by mutual consent, then NIELIT will appoint the Sole Arbitrator. The provisions of Arbitration and conciliation Act 1996 shall apply. The Arbitration proceedings shall be held in New Delhi. The Arbitrator will give reason for his award and the award passed by the Arbitrator shall be final and binding upon both the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act 1996, or of any modifications or reenactment thereof including the rules framed there under.

Terms & Conditions specific for award of Comprehensive Annual Maintenance Contract (AMC):

1. For the hardware items / equipments, maintenance contract shall be to provide comprehensive annual maintenance services at SFIO(Serious Fraud Investigation office) Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi) premises



for smooth and trouble free running of the items / equipments including upgradation of the firmware in the respective system / equipment, as and when released by the OEM.

2. For detailed specifications of the items for comprehensive AMC after expiry of warranty period, Annexure 'C' of this tender document may be referred.
3. The bidder shall also have facility to provide Technical support through telephone and e-Mail.
4. The bidder must submit an authorisation letter from Original Equipment Manufacturer stating that the bidder is an authorised maintenance service representative for the OEM and is accordingly authorised by OEM for this tender to bid for AMC; and OEM will provide AMC support services through the bidder or directly for the item quoted during the period under warranty and AMC. . The bidder is required to quote for comprehensive AMC charges for each of the next three years separately after the completion of warranty period, in the given table for submitting the quotes.
5. Quoted price bid for the item plus respective quoted comprehensive AMC charges for that item for the next three years will be considered for calculating the L1 Bidder.
6. Comprehensive AMC will be renewed and awarded on annual basis on the respective rates as quoted, on satisfactory maintenance service provided during the warranty period / last one year.
7. Payment for the comprehensive AMC support will be made on quarterly / biannual / annual basis, as the bill are raised by the vendor, on providing satisfactory maintenance services during the period for which payment is due / bills are to be raised.

Terms & Conditions specific for purchase of annual subscription to license of the Software Applications / Tools:

1. For the software license renewal / subscription of the software applications / tools, the purchase order for the same will be awarded on annual basis to supply and install the license for renewal / subscription for the respective software for one year, including version upgrades, updates / patches, at SFIO premises, as & when due / released by the OEM, etc.; subject to satisfactory service provided during the warranty period / last one year.
2. The bidder is required to quote rates for purchase of software license subscription for the next three years separately for each of the year after the completion of warranty period in the given table.



3. Quoted price bid for the item plus respective quoted annual software subscription license renewal quotes for that item for each the next three years will be considered for calculating the L1 Bidder.
4. Payment for the purchase of annual software licence / renewal subscription will be made on annual basis on delivery and installation of the same and on submitting the pre-receipted bill in triplicate for the same.

Terms & Conditions specific for the Item 1:

1. For the item 1, the bidder may select to submit bid, subject to fulfilling the terms and conditions for this item in conjunction with other general terms & conditions given in this document and the evaluation of bids of this item only will be done on individual item basis.
2. For bidding this item the bidder has to submit the financial bids in separate envelope by using Bill of Material (Annexure 'A').
3. Total EMD for the items quoted is required to be submitted in separate envelope. Prefixed EMD has been given in Annexure 'B'.
- 4. It is must for the bidder for this item to bid for the comprehensive AMC software license renewal subscription too for the next three years after completion of the warranty period, as applicable. Bids received without the AMC/ SW license renewal quotes will be summarily rejected.**
5. The evaluation of bids will be made and the bidder quoting lowest value of all the technically qualified bidders for this item will be the L1 and will be selected to supply the item, subject to fulfilling all the other requirements of the technical bid for this item.

Terms & Conditions specific for the Item-2:

1. The bidder has to submit the bids by using Bill of Material given in Annexure 'A'. EMD the item-2, has been given in Annexure 'B'.
2. The evaluation of bids will be based on the bid value of the item including AMC quotes, as applicable, for this item, the L1 will be the lowest total quote inclusive of the three years AMC quotes for the item as applicable; by all the technically qualified bidders for this item and will be selected to supply this item, subject to fulfilling all the other terms and conditions of the tender.



3. **It is must for the bidder for this item to bid for the comprehensive AMC/ software license renewal subscription too for the item as indicated for the next three years after completion of the warranty period. Bids received without the AMC / SW license renewal quotes will be summarily rejected.**
4. For bidding this item the bidder has to submit the financial bid in a single separate envelope using the Bill of Material (Annexure 'A').

Terms & Conditions specific for the Item-3 :

1. The bidder has to submit the bids for the item -3 using Bill of Material given in Annexure 'A'. EMD the item-3, has been given in Annexure 'B'.
2. The evaluation of bids will be based on the bid value of the item including AMC quotes, as applicable, for this item, the L1 will be the lowest total quote inclusive of the one year AMC quotes for the item as applicable; by all the technically qualified bidders for this item and will be selected to supply this item, subject to fulfilling all the other terms and conditions of the tender.
3. It is must for the bidder for this item to bid for the comprehensive AMC/ software license renewal subscription too for the item as indicated for the next one year after completion of the warranty period. Bids received without the AMC / SW license renewal quotes will be summarily rejected.
4. For bidding this item the bidder has to submit the financial bid in a single separate envelope using the Bill of Material (Annexure 'A').

Bill of Material

S.NO	Description of the Items	Quantity	Compliance of the specifications/Configurations (YES/NO)	Price Bids Including Std OEM Warranty First year) n Rs. Only	Comprehensive AMC1 for Second year, in Rs. Only
1	UFED TOUCH Ultimate-Standard	1			
2	Server	01			
3	Server Rack	01			

Prefixed EMD

S.No	Description of Items	Quantity	Amount for EMD(In Rs only)
1	UFED TOUCH Ultimate -Standard	01	22,500
2	Server	01	12500
3	Sever Rack	01	1125

1.0 UFED TOUCH Ultimate –Standard Kit

Specifications:

- Provides access to deleted data inaccessible by logical methods
- Performs physical, logical, file system and user password extractions
- Extraction of existing, hidden and deleted data
- OS Support
 - iOS physical extraction, decoding & real-time decryption
 - Android extraction & decoding
 - BlackBerry physical extraction & decoding
 - Physical extraction from Nokia BB5 devices
- SIM Cloning Facility
- Micro SIM cloning cards
- Phone power up cable
- USB Flash Drive – 8 GB
- Current 5v to 6v Adapter
- Cleaning brush for Phone connectors
- SW CD
- Car power adapter
- Standard carrying case
- Tip & cable set
- Tip & cable organizer
- UFED solid protector case
- UFED touch device
- Access to internal application data
- Complete with Data Cable/s
- With Report Generator



2.0 Server Specifications

Number of processors	1 Intel Xeon E5-2430 (2.2GHz/6-core/15MB)
Processor core available	6
Mother Board	Compatible Mother Board with dual processor support
RAM	16GB
Memory slots	12 DIMM slots
Memory type	DDR3 UDIMM
Supported drives	Hot plug SFF 2.5-inch SAS; Hot plug SFF 2.5-inch SATA; Hot plug SFF 2.5-inch SSD; Non-hot plug 3.5-inch SATA
HDD	1 TB SAS 7.2K HDD x 3
OS for Sever	Windows 2008 server with 5 client access licenses
Form Factor	2 U
Power Supply	230V RPS
Software	Vmware Support

3.0 Server Rack Specifications

(Server Rack with Accessories)

- 42 U Server rack
- Rear Steel Door
- Integrated Side panels
- Fan Housing Unit with 4 Fans 1 No
- Castor with Brakes with moving wheels 1 No
- Rotatory key Board Tray 1 No
- Fix Shelf 1 No
- Power Distribution Unit 12 point 5 Amp 2 Nos. AC Voltage 220V AC
- Cable manager 2 Nos
- Hardware packet 3 Nos
- Installation to be done by vendor