



NATIONAL INVESTIGATION AGENCY
GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
OPPOSITE CGO COMPLEX
LODHI ROAD
NEW DELHI - 110 003

Invitation of Bids for 01 licence of XRY - MSAB Office (XRY Logical and Physical), XRY Pinpoint, XRY Cloud, XRY Camera and XRY Horizon with 03 years complete support for NIA

Tender No. 16/2019 Dated 12 March, 2019

Sealed Bids are invited on behalf of the President of India by Director General, NIA, New Delhi from the authorized re-sellers / dealer / distributor / channel partner for procurement of 01 licence of XRY - MSAB Office (XRY Logical and Physical), XRY Pinpoint, XRY Cloud, XRY Camera and XRY Horizon with 03 years complete support for NIA. Please super scribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The Tender Processing Fee of Rs 500/- (non-refundable) is mandatory for vendors.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below -

(a)	Bids/queries to be addressed to	The SP (Admin)
(b)	Postal address for sending the Bids	NIA Hqrs, Opposite CGO Complex, Lodhi Road, New Delhi-110003
(c)	Name / designation of the contact person	Shri S N Pandey, SP (Admin)
(d)	Telephone numbers of the contact personnel	011-24368800
(e)	e-mail address of contact personnel	spadmin.nia@gov.in
(f)	Fax number	011-24368801

3. This TENDER is divided into five Parts as follows:-

Part I - Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of tenders, Validity period of tenders, EMD etc.

Part II - Contains essential details of the services required, such as the Schedule of Requirements (SOR), Eligibility Criteria, contract/ Delivery Period etc.

Part III – Contains Standard Conditions of RFP, which shall form part of the Contract with the successful Bidder.

Part IV – Contains Special Conditions applicable to this Tender and which shall also form part of the contract with the successful Bidder.

Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw this Tender, should it become necessary at any stage.

Part I – General information

1. **Last date and time for depositing the Bids:**
12th April, 2019 upto 1400 hrs

The sealed Bids should be submitted/reach by the due date and time. The responsibility to ensure timely submission of bids lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents by NIA.

2. **Depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked for the tender or sent by registered post at the address given above so as to reach by the due date and time. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids:**
12th April, 2019 at 1600 hrs

(If due to any reasons, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** Reception, Ground Floor, NIA HQ, Opposite CGO Complex, Lodhi Road, New Delhi.

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** Conference Hall, 6th Floor, NIA HQ, Opposite CGO Complex, Lodhi Road, New Delhi

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of the Bidders present at the schedule date and time. This event will not be postponed due to non-presence of representative (s) of any of the vendors.

6. **Two-Envelop Bid System:** In this case, only the Technical Bids to assess the eligibility would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after evaluation is done by the Buyer.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like complete registered & postal address, telephone / mobile Nos & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

9. **Modification and Withdrawal of Bids:** No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. A bidder may, however, modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy which may be sent by hand/post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids.

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of bid with forfeiture of EMD. Conditional tenders will be rejected.

11. **Validity of Bids:** The Bids should remain valid for 90 days from the last date of submission of the Bids.

12. **Earnest Money Deposit:**—Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 40,000/-** (fourty thousand) along with their bids in a separate sealed envelope super scribed "BID SECURITY DEPOSIT". The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of Pay & Accounts Officer, NIA, New Delhi. EMD should remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the

successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). However, they have to enclose valid a registration certificate (s) with the above organisation clearly mentioning the limit and validity etc. along with their tender in a separate sealed envelope super scribed "BID SECURITY DEPOSIT". The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

13. **Miscellaneous:** A contractor shall not be permitted to tender for works in the concerned Division of NIA responsible for award and execution of contracts in which his near relative is posted as Gazetted Officers. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NIA or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NIA for any breach of this condition.

NOTE: "Near relatives" is meant wife, husband, parents and grand-parents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No retired gazetted officer (Group-A) employed in NIA shall work as a contractor or employee of a contractor for a period of one year after his retirement/ voluntary retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Tender document may be downloaded from website www.nia.nic.in or www.eprocurement.gov.in or may be obtained from the office of the SP (Admn), NIA HQ, Delhi on payment of **Rs 500/-** (five hundred only) towards tender processing fee. Bidders who have downloaded the tender document from website may submit non-refundable tender processing fee by DD in favour of PAO, NIA payable at New Delhi. Tender without EMD and Tender processing fee will not be considered.

All documents should be page numbered and self-attested by the authorized signatory.

Part II – Essential Details of Eligibility and Supply required

1. Eligibility Criteria:

The Vendor must fulfil the following conditions and submit the documents:

(i) Registration Certificate/ Certificate of incorporation of firm/partnership deed/affidavit regarding sole proprietorship as the case may be.

(ii) A authorization letter from OEM regarding re-selling/supplying of said products should be submitted with the tender documents.

(iii) TURNOVER: The turnover of the Bidder should be more than **Rs. 40 Lacs** (Fourty lakhs) each during the last three financial years starting from **FY 2015-16** from business for supply of cyber forensic tool. Copy of Balance Sheet & Profit & Loss Statements to be submitted duly certified by CA as supporting evidence.

(iv) Copy of PAN Card of Proprietor or the firm as the case may be to be submitted along with ITRs for last three Assessment Year starting from **2016-17**.

(v) A copy of the authorization by the Proprietor/Partners/Director(s) or by all the partners of the Agency (as the case may be) in case the Bid documents are signed & sealed by a authorized person.

(vi) Should be registered for GST.

(vii) Tender Processing Fee by DD in favour of PAO NIA.

(viii) EMD as prescribed in tender document in favour of PAO NIA.

(ix) Should give an undertaking or affidavit that the company/firm/sole proprietor has not been black listed by any Court of Law or any Govt./ Central Autonomous bodies/ PSU and in future if such a blacklisting takes place the agency shall be liable to inform the NIA forthwith.

(x) An undertaking on the letter head of the Firm/Company to the effect that "The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer" should be attached.

(xi) An undertaking that he has not engaged any individual or firm to intercede, facilitate, officially or unofficially for award of this contract. He has not given or offered or promised to give, directly or indirectly, an gift, reward, commission, fee to any person or firm to acquire this contract. (For clause 4 & 5 of part-III)

2. **SUBMISSION OF BIDS:**

Tender is in two parts.

(i) Technical Bid containing documents of general Nature establishing Eligibility Criteria as specified above. Each & every document in the Technical bid should be signed by the Proprietor/duly authorized partner or all the partners in case of a partnership firm or the authorized Director in case of a company; all these also need to be

stamped by the seal of the agency on each page. The EMD should be kept in a separate Envelope super scribed as "EMD" and giving details of Tender Notice No., description of work and due date of opening on the cover and addressed to SP (Admin), NIA, New Delhi.

(ii) Commercial Bid shall be submitted in format provided with the tender document. 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 complete the BoQ/Price Bid in blue colour ink with their respective financial quotes and other details (such as name of the bidder) and submit it.

NOTE: The contractor shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Contractor. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the contractor, shall also be submitted alongwith the tender. NIA may reject outright any bid not supported by adequate proof of the signatory's authority.

3. **TIME ALLOWED**

(i) Time allowed to supply, install, testing and commissioning is 45 days from the date of issue of the supply order.

(ii) The interested bidders are advised to visit and acquaint himself with the areas where the items are to be delivered and installed. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor/supplier has undertaken a visit to facilities and is aware of the all conditions prior to the submission of the tender documents.

4. **TECHNICAL SPECIFICATION** - Technical specifications of 01 licence of XRY – MSAB Office (XRY Logical and Physical), XRY Pinpoint, XRY Cloud, XRY Camera and XRY Horizon with 03 years complete support, is attached as **Annexure-I.**

Part III – Standard Conditions of RFP

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or as mentioned in the contract document and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to execution or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration shall be conducted in

accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996)** or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, for the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LABOUR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.



In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

6. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment or part of payment until the completion of the contract. In case of delay in completion of work, penalty @ 0.5% of the contract value per week or part thereof will be deducted from the bill. Such penalty should, however, will not be exceeding 10% of the total contract value.

8. **Termination of Contract:** NIA shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of stores is delayed due to causes of Force Majeure by more than 10 days from the schedule date of completion of work provided Force Majeure clause is included in contract.

(b) The delivery of the stores is delayed for causes not attributable to Force Majeure for more than 15 days after the schedule date of start.

(c) The Seller is declared bankrupt or becomes insolvent.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

9. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed

on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties:**

(a) Price quoted should be excluding the taxes/duties. The applicable taxes should be mentioned in the relevant column provided for the purpose. In case space provided for the Tax remain blank, it will be presumed that either no tax is payable or prices are inclusive of all taxes.

(b) If a Bidder is exempted from payment of any duty/tax upto any value of services from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/ tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be extended to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(d) In case any new tax or levy or cess is imposed by Statute, after the last date stipulated for the receipt of tender including extensions (if any), the seller shall inform the buyer in writing within 15 days of imposition/Notification of said tax and thereupon necessarily and properly pays such taxes/ levies/ cess, The seller shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the competent authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the seller. The seller shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and shall also furnish such other information/ document as may require from time to time.

Note : - This part shall form part of the contract / supply order.



Part IV – Special Conditions

1. **Performance Guarantee:** -The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value / supply order within 15 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of validity of licence period.

2. **Payment Terms-** The payment shall be made in INR in the bank account of the contractor directly through e-payment mode. It is mandatory for the Bidders to provide their bank account numbers and other relevant details for *payment* so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through Cheque. No advance payment shall be made under any circumstances.

The Supplier shall submit the bills to the office of SP (Admn), NIA HQ, New Delhi with the following documents for verification and payment:

(i) Receipt / certificate from the authorised officer in the location for having received the material with quantity of each item in good condition or work have been completed successfully as the case may be.

(ii) Bills in triplicate should be sent later and the payment shall be released only after it is ensured that the items / quality of the items supplied are to the entire satisfaction of the department. If any item is found to be defective, or not of the desired quality etc., the same shall be replaced by the firm(s) immediately at their own cost for which no extra payment shall be made. All statutory deductions (IT/GST etc.) shall be made at source at the time of payment to the contractor as per the provisions of the relevant Tax Act as applicable.

3. **Risk & Expense clause:**

(a) Should the services or any part thereof not be delivered within the time or times specified in the contract documents, or if poor / substandard items are provided, the Buyer shall after granting the Seller 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the item not delivered in accordance with the specifications / parameters provided by the SELLER during the contract period the BUYER shall be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as wholly cancelled for breach of contract, or to the extent of such default.

(c) In case of a material breach that was not remedied within 05 days after the date of notice given for that material breach, the BUYER shall, having given the right of first refusal to the SELLER be at liberty

to procure from any other source as he thinks fit, other items of the same or similar description to make good:-

- I. Such default.
- II. In the event of the contract being wholly determined the balance of the remaining items to be delivered there under.

(d) Any excess of the contract price, services procured from any other service provider as the case may be, over and above the contract price, price appropriate to such default or balance/ difference shall be recoverable from the SELLER. Such recoveries shall however, not exceed 10% of the value of the total contract."

4. **WARRANTY OF QUALITY AND SUPPORT** - The following Warranty will form part of the contract placed on successful Bidder

(i) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed in this tender document and shall perform according to the said technical specifications.

(ii) The Seller warrants **for a period of 36 months** from the date of acceptance of tool by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 15 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the tool would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/tool arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service, support and repair back up during the warranty period of the software/tool shall be provided by the Seller and he will ensure that the downtime remains within 5 % of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

NOTE: If software/tool fails frequently and/or, the cumulative down time exceeds 5% of the warranty period, the complete tool shall be replaced free of cost by the Seller within a stipulated period of 15 days of receipt of the notification from the Buyer. Warranty of the replaced tool would start from the date of acceptance after Joint Inspection by the Buyer and Seller or the date of installation and commissioning.

5. **FORCE MAJEURE**

(i) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

(ii) Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, lockouts beyond the control of either party.

6. **TECHNICAL SUPPORT DURING 3 YEARS WARRANTY**

(i) Response time: The response time of the Seller should not exceed 03 hours from the time the breakdown intimation is provided by the Buyer.

(ii) Serviceability of 5% per year is to be ensured. This amounts to total maximum downtime of 18 days per year. Also un-serviceability should not exceed 03 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at their own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(iii) Maximum repair turnaround time for tool/system would be 03 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the tool/system.

(iv) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the tool will be provided.

(v) During the warranty period, the Seller shall carry out all necessary servicing/repairs/up-gradation to the tool/system under warranty at the current location of the tool/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(vi) The Buyer reserves its right to terminate the contract at any-time without assigning any reason after giving a notice of 01 month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is

due to the Seller for services already performed in terms of the contract, the same would be paid to it as per the contract terms.

Note :- This part shall form part of the contract.

Part V - Evaluation of bids & Evaluation procedure

Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be received by the stipulated date and time and fulfilling all the eligibility and qualifying requirements as mentioned in the tender document, both technically and commercially.

(b) The technical Bids forwarded by the Bidders will be evaluated first by the Buyer with reference to the parameter mentioned in the tender documents. The Price Bids of only those Bidders will be opened whose Technical Bids would found compliant after the evaluation of eligible criteria.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in the tender document.

(d) Rates quoted by the seller in the price bid/format in figures and words shall be accurately filled in so that there shall not be any discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.

(e) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

(f) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

(g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if required, and as decided by the Buyer.

(h) Please note that in case of cutting/overwriting and use of correction fluid is noticed, the bid will be rejected. The Tender documents submitted should be signed by the authorized signatory of

the organization on each page of the documents which should also be serially numbered. Failure to do so will be treated as non-fulfilment of the tender conditions.

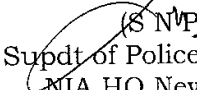
- (i) Any other criteria as applicable to suit a particular case.

EVALUATION PROCEDURE

1. Technical Evaluations of the Bids will be done by a duly constituted committee on the basis of Bid Documents submitted as mentioned Eligibility criteria and tender document. The committee constituted by the competent authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are genuine and have been properly signed and whether the bids are generally in order. The committee shall determine the conformity of each bid w.r.t. the bidding documents. As regard to financial evaluation of the Bids, the Gross amount quoted by the bidder as per the Price Bid format will be assessed by the committee.

2. A team of Officers from NIA may visit the office / shops / establishment / factory of the Bidders for establishing their credibility & verification of submitted documents.

3. Conditional Tenders/Non-compliance of any of conditions, set in tender document shall render the bid to disqualification. Any deviation from the clauses hidden / intentional / unintentional shall be considered as contravention of the clauses of tender document and same shall also be grounds of rejection


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PRICE BID FORMAT

S/No	Description of Item	Qty	Rate	Amount
1	01 licence of XRY – MSAB Office (XRY Logical and Physical), XRY Pinpoint, XRY Cloud, XRY Camera and XRY Horizon with 03 years complete support (As per technical specifications mentioned in the tender notice as Annexure I)	01		
2	GST ____%			
	Total			

Amount in Words _____

Signature of the contractor
(Name & Address)
Seal of the firm

- (1) No cutting/overwriting is allowed. Use of eraser or white fluid for making any correction in the price bid is strictly prohibited. Tender may be rejected for this reason.



Annexure-I

Technical specification for XRY - MSAB Office (XRY Logical and Physical), XRY Pinpoint, XRY Cloud, XRY Camera AND XRY Horizon

MSAB Office (XRY Logical and Physical)

- Should be all in one mobile forensic system.
- Should combine both mobile phone logical and physical solution in one package.
- Should allow investigator full access to all the possible method to recover data from a mobile device.
- Should be software based solution, complete with all necessary hardware for recovering data from mobile device in a secure manner and go deeper in to a mobile device to recover vital data.
- Should have a combination of logical and physical analysis tool available for supported device.
- Should produce a combine report containing both live and deleted data from the same handset.
- Should perform simultaneous operations like extraction, decoding and analysis, on a single platform.
- Should include multiple mobile phone extraction capability simultaneously at-least up to 3 devices.
- Should be able to recover deleted data e.g. contacts, image, SMS, emails, VOIP Call Data, video, GPS locations etc.
- Should be able to decode mobile Apps such as Viber, WhatsApp, Skype, Facebook messenger, QQ, etc.
- Extraction should supports acquisition of internal memory and removable media.
- Extract data from variety of non-standard mobile devices including Chinese chipsets.
- Should generate hex-dumps from the phone memory, typically by bypassing the device operating system.
- Physical extraction allows users to generate hash values of the memory image, as well as individually decoded files.
- Should support GPS Device Physical extraction and Examinations.
- Should have Triage Mode.
- Should allow search of data either by specific parameters or open text.
- Should able to clone SIM cards Mini/ Micro/ Nano.
- Should have Write Protected Universal Memory Card Reader.
- It should automatically generates an audit trail of the forensic process for peer review.
- It should recover VOIP call data, GPS mapping information and instant messaging logs.
- Should have Report Generator to generate and customize reports in different formats e. g. PDF, HTML, XML and Excel.
- Product Offered should be of International Repute & Brand.



XRY Pinpoint

- Should extract and decode data from non-standard mobile devices.
- Supports devices with chipsets from MediaTek, SpreadTrum, Coolsand and Infineon.
- Should have
 - Automatic Pin Detection
 - Logical and Physical Extraction
 - Report Generation
 - Binary File Export
 - Generic Profiles for Maximum Support
- Should include
 - Interface Cable
 - Binder
 - Adapter Kit
 - Power Cable Alligator, Clips, PCB
 - Voltage Reduction Adaptor

XRY Cloud

- Recovers data from connected cloud based storage by using the tokens on mobile devices.
- Supports app-based information for services such as Facebook, Google, iCloud, Twitter, Snapchat, WhatsApp, Instagram etc.
- Allows to recover cloud-based data without actual physical possession of the mobile device.

XRY Camera

- Able to extract evidence from mobile device where a screenshot is the only way to capture relevant evidence and help validate device extraction results.
- Take Pictures via XRY
- Review before Capture
- Insert into Categories
- Validate Data with Screenshots
- Pictures Built into Secure XRY Reports

XRY Horizon

- Should have viewing capabilities: Geographic view, Chat view, Timeline view and Connection view.
- Zoom in or out to focus analysis on any point in time using the Timeline view.
- Navigate data by location. Find places of interest and investigate the data connected to those places – such as calls made or received, pictures taken and more using Geographic view.
- Track chat threads from different apps such as Whatsapp, iMessage, Facebook messenger and others using Chat view.
- Discover and investigate the interactions between different device owners and accounts using Connection view.

