National Informatics Centre Services Inc.
A Government of India Enterprise under NIC,
Ministry of Communications & Information Technology

NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED

(A Government of India Enterprise under NIC)

MINISTRY OF COMUNINCATION AND INFOMRATION TECHNOLOGY

No. 10(47)/2015-NICSI

REQUEST FOR PROPUEST

From vendors to NICSI for

Supply of

Malware and Forensic Analysis Products

&

Services

TENDER NO.

NICSI/MALWARE AND FORENSIC ANNALYISS PRODUCTS/2015/23

HALL NO. 2&3,

6TH FLOOR, NBCC TOWER,

15 BHIKAJI CAMA PLACE,

NEW DELHI – 110066.

TEL – 26105054, FAX – 26105212

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1. ABOUT NICSI

The National Informatics Centre Services Inc. (NICSI) was set up in 1995 as a section 25 Company under National Informatics Centre (NIC), Ministry of Communications & Information Technology, Government of India to provide total IT solutions to the Government organizations. NICSI provides services for a number of e-Governance projects undertaken by NIC and Department of Information technology (DeitY).

Main Objectives:

- To provide economic, scientific, technological, social and cultural development of India by promoting the utilization of Information Technology. Computer-Communication Networks, Informatics etc. by a spin-off of the services, technologies, infrastructure and expertise developed by the NIC of the Government of India including its Computer-Communication Network, NICNET and associated infrastructure and services.
- To promote further development of services, technologies, infrastructure and expertise supplementing that developed by NIC in directions which will increase the revenue earning capacity of NIC.
- To develop and promote value added computer and computer-communications services over the basic infrastructure and services developed by NIC including NICNET.

In furtherance of these objectives, NICSI has been providing various products & services to organizations in the Central Government, State Governments and PSUs etc. Products and Services include Hardware, Systems Software, Application Software, Software Development, Intra-Networking, Wide Area Networking, Video Conferencing, IT Consultancy, IT Implementation Support among others.

2. ABOUT THIS TENDER

2.1. SCOPE OF WORK

Online Bids, valid for a period of **120 days** from the date of opening, are invited from eligible bidders for **empanelment with NICSI** as per details given in the **Section 18 – Technical Specifications.** A bidder which could be an OEM or its authorized partner/vendor may bid for the empanelment but not both.

NICSI would like to have an **OEM(s)/their Single Authorized Indian Agent (hereby referred to as "Bidder(s)")** to cater to its user's & own requirement. The empanelment will be for an initial period of **two years,** which can be extended on yearly basis for maximum of 2 years with mutual consent via rate negotiations. The empanelled vendor will **supply, install & maintain the Malware and Forensic Analysis Solution** at the L1 value bid finalized (which should match the Grand Total Value cost of financial bid) through this tender during the period of empanelment/extended empanelment, except for revision in rates as per provisions of **Section 16.4 – Price Variation Clause.**

2.2. ELIGIBILITY CRITERIA

The eligibility criteria for qualifying as a prospective bidder for this tender is given at **Annexure 1: Eligibility Criteria.** Bidders are required to complete the annexure and attach it to their bid, as advised in **Section 5 - Bid Submission.**

2.3. EARNEST MONEY DEPOSIT

Earnest Money Deposit is to be submitted by all the bidders, except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department only (if they are registered for relevant categories / products / services under this tender) . The bidder must submit the certification of registration with one of the given authorities along with the eligibility documents.

The EMD should be of 10 lakhs and has to be submitted through Demand Draft/Pay Order of any Scheduled Commercial Bank (drawn in favour of National Informatics Centre Services Inc., New Delhi) physically before **Bid submission end date** as mentioned in **Section 2.4 – Important Dates**, otherwise bids will be rejected. However, the scanned copy of Bank drafts must be uploaded (PDF format) electronically on http://eproc-nicsi.nic.in. No Bank Guarantee towards EMD will be acceptable. EMD shall be valid for a period of **165 days**. EMD of unsuccessful bidders will be returned, without any interest, on tender finalization. EMD of successful bidder will be returned after they sign letter of empanelment with NICSI and submit a bank guarantee of equal amount for the period of empanelment/extended empanelment. The BG will be released after the empanelment or extended empanelment or complete execution of all the purchase orders issued under this empanelment, whichever is later.

2.4. IMPORTANT DATES

Date of publication	**17-11-2015** The tender document is available at NICSI e-procurement site **http://eproc-nicsi.nic.in**
Start of sale of tender document	**17-11-2015** The tender document is available free of cost on the NICSI e-procurement site
Seek clarification start date	**18-11-2015**
Seek clarification end date	**29-11-2015 at 1700 Hrs**
Pre-bid meeting date	**30-11-2015 at 1100 Hrs**
Bid submission start date	**01-12-2015**
Bid submission end date	**08-12-2015 till 1500 Hrs**
Tender bids opening date	**09-12-2015 at 1530 Hrs**

3. AVAILABILITY OF TENDER

Bid submission shall be online through NICSI e-Procurement System.

The tender document is available at NICSI e-procurement site **http://eproc-nicsi.nic.in**

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned website. However bidders need to submit the tender fee of **Rs. 500/- (Rupees Five hundred only)** through demand draft / pay order from a schedule commercial bank drawn in favor of National Informatics Centre Services Incorporation New Delhi along with the bid.

4. PRE-BID QUERIES

NICSI shall hold a pre bid meeting with the prospective bidders at **Pre-bid meeting date** as mentioned in **Section 2.4 – Important Dates** in the NICSI conference hall. Queries (including the bidding conditions & bidding process) received from the prospective bidders in writing, or over email, up till **Seek clarification end date** as mentioned in **Section 2.4 – Important Dates**, shall be addressed. The queries can be sent to NICSI through email at **tender-nicsi@nic.in** or faxed on **011-26105212**

Only those pre-bid queries which are received in the following format (in xls) shall be entertained:

Company name		M/s.				
S. No.	Name and number of section / annexure / Pg. No. of tender	Name and number of sub category / table, if any	Item no., if any	Item description	Query	Description of requested change

5. BID SUBMISSION

5.1. Online bids (complete in all respect) must be uploaded on **http://eproc-nicsi.nic.in** latest by **Bid submission end date** as mentioned in **Section 2.4 – Important Dates**

5.2. The Online bids should be submitted as under:

ENVELOPE – I	The **PDF file** should be saved as '**EMD-TenderFee\<Bidder's Name>.pdf**' and should comprise of the following items: • Scanned copy of bank draft for EMD Fees (as per items quoted from this RFP); & • Scanned Copy of bank draft for Tender Fee. The PDF file not containing the above documents or containing the financial bid in explicit / implicit form will lead to rejection of the bid. The demand drafts/pay orders for EMD must be submitted in a sealed envelope by **Bid submission end date** as mentioned in **Section 2.4 – Important Dates**.
ENVELOPE – II	The **RAR file** should be saved as '**Pre_Qual_\<MENTION TENDER NUMBER>.rar'**. It must contain the following information – • Scanned copy of the demand drafts/pay orders for EMD (in pdf format) • Compliance sheet as per **Annexure 1: Eligibility Criteria**, and the supporting documents (in pdf format) • Bidder's profile as per **Annexure 2: Bidder's Profile** (in pdf format) • All the documents asked for eligibility criteria (in pdf format) • All the documents asked for bidder's profile (in pdf format) • Duly filled Annexure 1: Eligibility Criteria (in xls format) • Dully filled Annexure 2: Bidder's Profile (in xls format) This rar file containing the financial bid in explicit/implicit form may lead to rejection of the bid. **It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in pdf & excel versions for these two Annexures.** All the bids documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by anyone other than the authorized signatory of the company, the bidder should enclose authorization letter from HR department of the company for the officer, who signed the bid. All pages of the bid being submitted must be sequentially numbered by the bidder.
ENVELOPE – III	The RAR file should be saved as '**Tech_bid_\<MENTION TENDER NUMBER>.rar'**. It must contain the following information – • Combined technical bid in the format provided. (in pdf format) • Data sheets and any other relevant documentation for all equipment quoted in **Annexure 9 : Technical Bid Proforma Template** (in pdf format) • Dully filled Annexure 9 : Technical Bid Proforma template (in xls format) This rar file containing the financial bid in explicit/implicit form may lead to rejection of the bid. **It is the sole responsibility of the bidder to ensure that there is no deviation in the information provided in pdf & excel versions for the technical bid.** All the bids documents must be digitally signed by the authorized signatory of company. In case the bid is signed by other than authorized signatory of company, the bidder should enclose authorization letter from HR department of the company for the officer, who signed the bid. Hard copy of technical bid need to be submitted All pages of the bid being submitted must be sequentially numbered by the bidder.
ENVELOPE – IV	The **XLS file** should be saved as '**Fin_bid_\<MENTION TENDER NUMBER>.xls'**. It must contain the following information – • Financial bid in the format provided in **Annexure 10 : Financial Bid Proforma Template** The format of the financial bid should strictly follow the prescribed format. Non-adherence may lead to rejection of the bid. All the bid documents must be digitally signed by the authorized signatory of company. In case the bid is signed by other than authorized signatory of company, the bidder should enclose authorization letter from HR department of the company for the officer, who signed the bid.

> All pages of the bid being submitted must be sequentially numbered by the bidder.
>
> The financial bid also needs to be to be submitted in hard copy in a sealed envelope by **Bid submission end date** as mentioned in **Section 2.4 – Important Dates**.
>
> Bidder will have to ensure there is no discrepancy between the hard copy submitted and the softcopy uploaded in Financial Bid Format. In case of any discrepancy between hard copy submitted and softcopy uploaded, then the commercials uploaded in softcopy will prevail.
>
> A standard excel format for submission of financial bids has been provided with the tender 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 provided file, open it and fill in their respective financial quotes and other details (such as name of the bidder). Once the details have been completed, the bidder should save the excel file and submit it online.

5.3. The demand drafts/pay orders for EMD must be submitted in a sealed envelope. This must reach NICSI HQ at 1st floor , NBCC towers , Bhikaji Cama Place , New Delhi before due time as mentioned in the time schedule on the Bid submission end date as mentioned in **Section 2.4 - IMPORTANT DATES**

5.4. The financial bid also needs to be to be submitted in hard copy in a sealed envelope. This must reach NICSI HQ at 1st floor , NBCC towers , Bhikaji Cama Place , New Delhi before due time as mentioned in the time schedule the Bid submission end date as mentioned in **Section 2.4 - IMPORTANT DATES**

5.5. NICSI will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the online bids.

5.6. The bids submitted by fax/ E-mail /manually etc. shall not be considered. No correspondence will be entertained on this matter.

5.7. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.

5.8. No bids will be accepted after the expiry of the deadline as stated above.

5.9. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.

5.10. All pages of the bid being submitted must be signed by the authorised signatory, stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents. Un-signed & un-stamped bid may be summarily rejected.

5.11. At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on NICSI's website http://eproc-nicsi.nic.in and should be taken into consideration by the prospective agencies while preparing their bids.

5.12. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender document. Withdrawal of a bid during this interval may result in forfeiture of bidder's EMD.

5.13. The agencies will bear all costs associated with the preparation and submission of their bids. NICSI will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

5.14. Printed terms and conditions of the bidder will not be considered as forming part of their bid. In case terms and conditions of the tender document are not acceptable to any bidder, they should clearly specify the deviations in their bids.

5.15. Bids not submitted as per the specified format and nomenclature may be out rightly rejected.

5.16. Ambiguous/Incomplete/Illegible bids may be out rightly rejected.

5.17. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

5.18. NICSI, at any time during the course of evaluation of the bids, may seek verbal or written clarifications from the bidders, which may be in the form of product demonstration, presentation, undertaking, declaration, reports, datasheets, etc., if NICSI finds the information in the submitted bids to be insufficient/ambiguous/deviant or of any such nature that hinders the evaluation committee from arriving at a clear decision. It will entirely be at NICSI's discretion whether to seek clarifications or not, and what clarifications to seek, or take any other action as per the guidelines provided in the tender.

6. BID OPENING

Online bids (complete in all respect) received along with Demand Draft of tender fee & EMD (Physically) will be opened at **Tender bids opening date** as mentioned in **Section 2.4 – Important Dates** in presence of bidders' representative, if available. Bid received without tender fee & EMD will be rejected straight way.

7. BID EVALUATION

7.1. PRE-QUALIFICATION EVALUATION

7.1.1. The Bidders are requested to furnish documents to establish their eligibility (indicating the page number in the bid) for each of the items given in **Annexure 1: Eligibility Criteria**. Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it may be summarily rejected.

7.1.2. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, NICSI reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

7.1.3. All documents should be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of bidder for a minimum period of **3 years** from participating in NICSI tenders.

7.1.4. A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered.

7.2. TECHNICAL BID EVALUATION

7.2.1. A duly constituted Technical Evaluation Committee (TEC) will first select Bidders on the basis of eligibility criteria of this tender. The Bids conforming to the eligibility criterion will be considered for further evaluation.

7.2.2. The TEC will evaluate the Technical bids on the basis of technical specifications given in the tender document. The short listed Bidders may be asked to bring one of each quoted model or improved latest model of same make as per specifications set out in the tender in **Section 18 – Technical Specifications** for technical evaluation, along with their own test and measuring equipment's/software at NICSI HQ or any other site as may be finalized by NICSI, as per schedule to be intimated to them. In case of improved model, the improved model should not be inferior in any specification than the quoted model. A proof of concept may be carried out for any/all products being introduced for the first time.

7.2.3. The TEC has the right to physically verify the compliance of the quoted products with the required tender specifications, and to test them for reliability & functionality. In case the bidder fails to bring the quoted products within the prescribed limit (2 weeks) given by the NICSI for evaluation, the bid may be rejected. In case TEC decides to inspect the equipment's at Bidder's/OEM's premises, the expenditure on travel will be borne by NICSI.

7.2.4. If during the technical evaluation, any of the quoted equipment fails, then no subsequent chance will be given to the Bidder. However, alternate equipment (1) of already quoted make and model or (2) improved latest model of same make on account of technological trends which meets all the tendered technical specifications and superior in specifications then the quoted model, if available instantly on the spot could be considered by TEC for evaluation only once. Based on the demonstration/evaluation test results, Bidders will be short listed. For Technical Evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation and consumable required, from their organization for interacting with TEC and evaluation team. If the required specialist along with proper documentation is not made available by Bidders, then such defaulting Bidders will automatically be debarred from the tender evaluation process.

7.2.5. The items quoted in this tender should work perfectly in specified operating systems (if any). If any quoted product is found deviating from the tender requirement, the same shall be rejected.

7.2.6. Only those products should be quoted for which the OEM shall provide active support for minimum **5 (Years) years**.

7.2.7. The TEC reserves the right to reject a Product/Service if it is of an opinion that the offered product/service does not match the technical requirements /objectives specified in **Section 18 – Technical Specifications**

7.2.8. All equipment's should be IPv4 and IPv6 compliant (dual-stackable).

7.3. FINANCIAL BID EVALUATION

7.3.1.   The following must be complied with during the preparation of the financial bid:

7.3.1.1. Percentage (%) of taxes etc. if any, to be claimed shall be indicated in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no plea would be accepted in this regard after opening of the tenders.

7.3.1.2. The final rates submitted by the bidders are to be finalized in Indian Currency only as per **Annexure 10: FINANCIAL BID PROFORMA TEMPLATE** and all the payment shall be made by NICSI in Indian currency only.

7.3.1.3. Bidders shall indicate their rates in clear/visible figures and shall not alter/overwrite/make cutting in the quotation.

7.3.1.4. The price shall be for delivery at desired destination in India including installation/commissioning and statutory levies, if any.

7.3.1.5. The Final Bid price in **Annexure 10: FINANCIAL BID PROFORMA TEMPLATE** must be inclusive of all the necessary comprehensive on-site service support required for Malware and Forensic Analysis products.

7.3.2.   The evaluation of the financial bids shall proceed in the manner as described here:

7.3.2.1. The Financial Bids of only technically qualified bidders will be opened electronically 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 NICSI considers necessary, revised Financial Bids can be called from the technically short listed Bidders during empanelment or before opening the original Financial Bids. In that case, the revised bids should not be higher than the original bids (except in case of increase in Govt. tax/levies) otherwise the bid will be rejected & EMD will be forfeited of such defaulting bidders.

7.3.2.2. The bidder quoting the lowest value will be designated as lowest GTV and selected for empanelment

7.3.2.3. The prices obtained after the financial evaluation may be displayed on the NICSI website for the empanelment period.

Performance Bank Guarantee (PBG) <u>equal to INR</u> **8.5% of PO value**

Validity	Warranty period + 3 months, from the date of delivery of Systems
Instrument	One single deposit in the form of Bank Guarantee to be submitted along with the bills and proof of delivery for claiming 80% of the PO value
Amount	Equal to 8.5% of PO Value

9. PLACING OF PURCHASE ORDERS

9.1. NICSI has the right to choose any subset of the tendered items for placement of purchase order.

9.2. For procurement of goods, Purchase Order will be placed on the empanelled vendor in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order or an alert through e-mail for downloading the Purchase Order from Web Site. An intimation of the purchase order may also be sent to the OEM if the empanelled vendor is an Authorized Indian Agent.

9.3. Objection, if any, to the Purchase Order must be reported to NICSI by the empanelled vendor within **three (3) working days** counted from the Date of Purchase Order for modifications, otherwise it is assumed that the empanelled vendor has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also. After receiving the Purchase Order, in case of amendment (if any), of the same Purchase Order, as requested by the empanelled vendor or done by NICSI, installation period will be calculated from the amendment date and not from the original Purchase Order date.

9.4. On the receipt of the Purchase Orders, the empanelled vendor shall obtain all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products. NICSI shall not bear any cost borne by the empanelled vendor to procure such documents.

10. PRE-DELIVERY INSPECTION AND ACCEPTANCE OF ITEMS

10.1. No equipment with short supply or with lower technical specifications shall be accepted for conduct of acceptance testing under any circumstances. The equipments must give same performance results as shown during initial demonstration/evaluation tests. The offered items, in addition to meeting the performance results as per evaluation tests, should also contain the same subsystem as approved by NICSI. Failure to fulfill any of the above-mentioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit.

10.2. In case an empanelled product under this tender is becoming end of sale within next **2 (Two) years**, the same should be immediately brought to the notice of NICSI through email along with written communication addressed to "Tender Division, NICSI". However the bidder should ensure that the OEM shall provide active support (w.r.t. firmware / hardware / software / etc) for this product for minimum **5 (Five) years** from the date of issuance of last purchase order.

10.3. In case an empanelled item under this tender is becoming end of sale and if the empanelled bidder wants to offer a new item/model of same make and same or higher specifications, which was not offered for evaluation, the same needs to be offered to NICSI for evaluation with full configuration at least one month prior to the acceptance testing date. The empanelled vendor should provide detailed technical documents and technical man power support so as to enable NICSI to carry out the evaluation. The decision taken by NICSI will be final and binding on the empanelled vendor. If empanelled vendor is not able to empanel new product against empanelled product which has been declared end of sale, the empanelment of such vendor may be cancelled for that item and respective EMD, if any, may be forfeited. However the bidder should ensure that the OEM shall provide active support (w.r.t. firmware / hardware / software / etc) for this product for minimum **5 (Five) years** from the date of issuance of last purchase order.

10.4. Since technological trends in IT industry are changing very rapidly, NICSI may examine/re-access the technical specifications of all empanelled items at an interval of **3 (three) months** in consultation with empanelled vendor.

10.5. The schedule for acceptance testing dates shall be provided at least **15 (fifteen) days** before the last date of delivery. This needs to be strictly followed.

10.6. Normally, testing and acceptance of the equipments will be done at the factory premises of the empanelled vendor where it will be tested as per ordered specifications. NICSI/NIC reserves the right to reject any item, if found unsuitable and / or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the empanelled vendor. No payment will be made for rejected items. The items which are accepted after testing should be sealed inside carton under the joint signature of the representatives of NICSI/NIC and Vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of the acceptance test report to the actual sites of installation. NICSI will have the option to test and accept an item at user's premises in case of emergency situations.

11. DELIVERY PROCESS & PENALTY

11.1. The schedule to be given for delivery at site is to be strictly adhered to in view of the strict time schedule for implementation of various Projects. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase Order (**6 weeks** from the date of Purchase Order) will render the empanelled vendor liable for liquidated damage at the rate of **0.2% (point two percent) of the purchase order** value per day subject to a maximum of **30 (Thirty) days**. Proof of Delivery duly signed by the

user/NIC/NICSI Project Coordinator, with his name, date of delivery, designation and office seal, legibly recorded, should reach NICSI Head Quarters, New Delhi within **4 (Four) weeks** of the delivery.

11.2. If the delivery, of whole or in part, is delayed beyond **30 (Thirty) days** from scheduled date of delivery as given in the purchase order, NICSI will have option to cancel the purchase order to the extent of unfulfilled part of the purchase order. NICSI will be free to procure the remaining items from alternate sources at the cost and risk of the defaulting empanelled vendor, by forfeiting the EMD/Security Deposit of the empanelled vendor. In addition, NICSI will impose a cancellation charge of **8.5% (Eight point five percent) of the value** of unsupplied items, which will be recovered from the pending bills or EMD/Security Deposit or by raising claims.

11.3. NICSI will impose penalty on total value of purchase order if the delivery of more than **20% (Twenty percent) of the total order value** is delayed beyond the last date of delivery (as per clause 1 above). If the delivery is delayed for the item(s) whose value is equal or less than **20% (Twenty percent) of the total order value**, the penalty shall be applicable on the delayed equipment only.

11.4. On the receipt of the purchase orders the empanelled vendor within **10 (Ten) Days** shall initiate the process of obtaining all the necessary documents directly from the user for the State Entry Permit in respective States, wherever required, for complete and safe delivery of the ordered products. However for cases where copy of invoice and GR (Goods Receipt) from the transporter is required for applying for road permit, the process should be so initiated by the empanelled vendor that the delivery schedule is met. Proof for the communication sent and duly receipted by the user and/or NICSI/NIC project coordinator with signature, name, designation, telephone number and preferably with office seal should be submitted to NICSI. If after such proper communication, there is any delay in the issuance of road permit from the user, the empanelled vendor will be entitled to get extension for delivery period of **2 (Two) weeks** from the date of receipt of the road permit.

11.5. The empanelled vendor shall provide Equipment manual and User manual along with each item, even if more than one item is ordered for a single location.

Delivery Schedule		
Location	Delivery time	Penalty for delay
As in **Annexure: 3 Service Network**	**6 weeks** from the date of issue of PO	**0.2% (point two percent)** of the purchase order value per day subject to a maximum of 30 days

12. INSPECTION, INSTALLATION AND ACCEPTANCE OF DELIVERED ITEMS

12.1. The empanelled vendor should inspect and install all the systems at specified site without any additional charge. Inspection and installation should be completed within **30 (thirty) Days** from the scheduled or actual date of delivery, whichever is later, for all locations. If the scheduled date of delivery / installation falls on holiday / non working day (at the delivery location), the next working day shall be treated as due date of delivery / installation. All aspects of safe delivery shall be the exclusive responsibility of the empanelled vendor.

12.2. At the destination site, the cartons will be opened only in the presence of user official and empanelled vendor's representative. The intact position of the Seal, for not being tampered with, shall form the basis of certifying the receipt in good condition. If NICSI receives any written complaint from the user about non-completion of inspection and installation at site within the stipulated time after delivery, due to the non-responsiveness of the empanelled vendor, a penalty of **0.2% (point two) of purchase order** value will be imposed, for a maximum of **30 (thirty) days**. Thereafter, NICSI holds the option to complete the inspection and installation work through alternate sources at the risk and cost of the defaulting empanelled vendor.

12.3. The ordered equipment's must be supplied in full as per ordered configuration for acceptance.

   12.3.1. No equipment with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.

   12.3.2. The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The equipment must give same performance results as shown during initial Technical Evaluation tests.

   12.3.3. The offered equipment, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.

   12.3.4. Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further, NICSI can procure same items from alternate sources at the risk and cost of the defaulting vendor.

   12.3.5. No acceptance testing will be undertaken by NICSI unless the Technical Verification Data Sheet (TVDS) concerned with offered products, is provided to NIC/NICSI HQ Hardware group, at least 15-Days in advance prior to date from which the actual acceptance testing is to start.

   12.3.6. During empanelment period, on subassembly level if any item's specifications / model changes & becomes non available due to obsolescence/upgradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item(s) so offered will be evaluated at NIC/NICSI HQ or any other site as decided by NICSI for its acceptance.

   12.3.7. The schedule for conduct of acceptance testing dates shall be provided along with comprehensive material details by vendor within 15 working days from the date of purchase order to the Testing Division, mentioned in the purchase order, so that all the related documentation work by NICSI could be completed and tested supplies are handed over to vendor for ensuring the delivery within the stipulated time frame as per purchase order.

12.3.8. The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.

12.3.9. Normally, testing and acceptance of the Systems will be done at the Factory premises/Testing Lab., or at NICSI Hqrs in India or any other premises in India or abroad suggested by Vendor where it will be tested as per ordered specifications where representatives from vendor and NICSI will be present. The testing location/premises must be suitable/ agreeable to NICSI. The testing premises must fulfill the normal working IT office environment conditions.

12.3.10. NICSI reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.

12.3.11. The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of NICSI and vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or Technical Store at NICSI HQ. The top cover of the carton must have a label carrying the complete NICSI Purchase Order Number, vendor's bill number and Delivery location.

12.3.12. A sticker mentioning the Service Support Call Centre Number of the vendor should be pasted on each system.

12.3.13. The Systems to be supplied should work under the specified Operating Systems. It shall be the exclusive responsibility of the Vendor supplying the Systems to provide appropriate device drivers and solutions for these system software platforms.

12.4. An inspection and acceptance certificate as per format given in **Annexure 7: Installation Certificate** must be obtained from user or NIC/NICSI project coordinator as the case may be. If the empanelled vendor is unable to produce any proof of inspection and acceptance even after **60 days** of delivery and there is no written complaint received from the user regarding the non-completion of installation, it will be assumed that the System has been installed and the payment will be processed as per **Section 14: Payment**. In case of a complaint from user, the empanelled vendor has to submit Installation Report for claiming the remaining payment. In the event of NICSI receiving a complaint about non installation after the empanelled vendor has claimed full payment, NICSI reserves the right to stop any other payments due with NICSI.

12.5. During inspection and installation at site, if any item is found to be defective or broken, it will be replaced with new one by the empanelled vendor at its own cost and risk within **30 days** from the date on which the empanelled vendor has been informed of such damage. Inspection and installation has to be carried out within **7 days** of scheduled / actual delivery of replaced item, whichever is **earlier**. If the items are not replaced and installed at the site within the stipulated time, a penalty of **0.2 (point two) percent of the PO value** per day for a maximum **10 days** will be applicable. Thereafter, NICSI holds the option to complete the procurement, inspection and installation work through alternate sources at the risk and cost of the defaulting empanelled vendor.

12.6. NICSI will impose penalty on total value of purchase order if the inspection & installation of more than **20% (Twenty percent) of the total order value** is delayed beyond the last date of inspection & installation (as per clause 1 above). If the inspection & installation is delayed for the item(s) whose value is equal or less than **20% (Twenty percent) of the total order value**, the penalty shall be applicable on the delayed equipment only.

12.7. Consolidated Installation Report, based on the successful installations of the individual items, duly signed by concerned NIC/NICSI Coordinator of the project/ User Department should be submitted to NICSI Headquarters along with the bills.

12.8. For Site Not Ready (SNR) cases, empanelled vendor requires to submit SNR certificate as per **Annexure 4: Site Not Ready Certificate** signed by NIC/NICSI Coordinator of the project/ User Department. The decision of the User Department/NIC/NICSI Project Coordinator will be final regarding readiness of site. No penalty will be imposed for SNR cases, however, empanelled vendor has to install the items within **30 days** of receipt of Site Ready notice from User/NICSI/NIC else it will attract penalty as per above clause(s), recoverable from Bill.

13. WARRANTY SERVICE & PENALTY

The complete systems should be under **two years**, which can be extended on yearly basis for maximum of another 2 years ,free on-site comprehensive warranty support service from the date delivery of the systems at site, including free provision of spare parts as and when necessary/needed. During warranty period besides service/maintenance of Hardware and System Software, all software upgradation, bugs/ patches and services shall be provided free of cost by the vendor.

The empanelled vendor should fulfill the following conditions during warranty period: -

13.1 Any failure in the equipment should be rectified within maximum period of **48 hours** of lodging complaint at State Capitals and Sites with-public air-transport facilities. Normal transit time not exceeding **24 hours** additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities.

13.2 If any of the equipment is down beyond **48 hours** (at State Capitals & Sites with public air-transport facilities) or **72 hours** (at other Sites) as the case may be, penalty will be charged or recovered at the rate of **1% (one percent) of the PO value of faulty equipment per day** out of withheld amount towards warranty or payment due or PBG. Maximum penalty in a year during the warranty period will be limited to **5% (five percent) of the purchase order value of faulty equipment**.

13.3 Any item failing at sub-component level more than **3 (Three)** times in **3 (Three)** consecutive months, displaying chronic system design or manufacturing defects or Quality Control problem will be replaced by the empanelled vendor at his cost and risk within **30 days**, from the date of last failure.

13.4 On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper support has been provided during warranty period for all the items. If considered necessary, suitable amount of penalty shall be recovered from the empanelled vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.

13.5 Supplier will maintain enough spares in India, so as to provide satisfactory on-site comprehensive maintenance services during the warranty period. Supplier will indicate the level of spares, which will be stored by them in India for providing comprehensive on-site warranty services to user sites. Vendor will also provide a status report every three months through e-mail to NICSI/user about the support related complaints lodged by different users and availability of spares at the vendor warehouse.

13.6 Vendor would provide the helpdesk support services through telephone/e-mail where complaints can be lodged.

13.7 Annual support, if required beyond 5th year up to 7th year, will be same as the quoted yearly amc and support contract value.

14. PAYMENT

14.1. All empanelled vendor should furnish details of the location from where they are going to raise their Bills / Invoices to NICSI, New Delhi.

14.2. All the empanelled vendor shall have to raise their Bills / Invoices in the name of NICSI, New Delhi.

14.3. Separate Purchase Orders may be issued for supply / delivery of items, installation services and support services, as applicable.

14.4. A pre-receipted bill, along with original excise duty gate pass (if applicable) and acceptance certificate, shall be submitted (Three copies) in the name of NICSI, New Delhi-110066 soon after the delivery of the items along with a copy of the duly receipt delivery challan and testing report. The Bills/Invoice should be in the format and as per guidelines / instructions given in Rule 52-A, 57GG etc., of the Central Excise Rules, 1944 as amended from time to time for these items for which payment of Excise duty is applicable. Payment of **80% (Eighty percent) of unit cost (excluding AMC/Support Contract and Manpower)** will be made on complete delivery of ordered items at the designated sites and on the submission of proof of delivery and Performance Bank Guarantee (PBG) equal to **8.5% of total PO** value valid for **warranty period + 3 months**, from the date of delivery of Systems, whichever is later. Payment will be made after deducting penalty amount, if any. PBG will have to be renewed for such further periods till satisfactory warranty support has been provided by the empanelled vendor for all the items supplied and installed, and there after the PBG will be returned to the empanelled vendor. If bills, complete in all aspect are submitted with all relevant documents as defined above, NICSI will ensure that the payment are made to empanelled vendor within thirty days from the date of bill submission.

14.5. The balance **20% (Twenty percent) of unit cost along with first year AMC/Support Contract and taxes (Excluding Manpower)** would be made after submission of installation note/certificate duly signed by user/NIC/NICSI Project Coordinator.

14.6. The remaining AMC will be paid on annual basis at beginning of the each year.

14.7. The Manpower rates would be paid on quarterly basis.

14.8. If installation is completed within the stipulated period i.e. **30 (thirty) Days** from the date of delivery, the empanelled vendor must submit one bill for **100% payment** rather than submitting two bills (one bill for delivery and one for installation).

14.9. In case where site for installation is not ready, NICSI will intimate the empanelled vendor through a communication for site readiness & the installation should be completed within **2 (Two) weeks** time. In case NICSI receives a complaint from the user that the item was not installed within **2 (Two) weeks** of site readiness report sent to the empanelled vendor, penalty for installation will be applicable on the empanelled vendor as per **Section 12: Inspection, Installation and Acceptance of Delivered Items** for delayed period.   In case there is delay (more than **3 (Three) months** from the date of issue of purchase order or **1 (One) month** from date of product delivery whichever is later) in site readiness, empanelled vendor may claim balance **20% (Twenty percent) payment** on submission of BG equal to **20% (Twenty percent) of purchase order** value valid for period of **6 (Six) months**. However if NICSI receive any complaint from user that supplied items were not installed within **2 (Two) weeks** of site readiness notice, the empanelled vendor will be penalized for late installation as per **Section 12: Inspection, Installation and Acceptance of Delivered Items**.

14.10. In case a work order is limited to supply of products and does not include any installation, **100% (Hundred percent)** of the payment shall be made on complete delivery of ordered items at the designated sites and on the submission of proof of delivery and Performance Bank Guarantee (PBG) equal to 8.5% of total order value valid for warranty period + 3 months, from the date of delivery of Systems, whichever is later. Payment will be made after deducting penalty amount, if any. PBG will have to be renewed for such further periods till satisfactory warranty support has been provided by the empanelled vendor for all the items supplied and installed, and there after the PBG will be returned to the empanelled vendor.

14.11. Payments shall be subject to deductions of any amount for which the empanelled vendor is liable under the empanelment. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other taxes.

14.12. If the bills are not submitted after delivery/installation with relevant documents in **30 (Thirty) days**, penalty @ **1% (One percent) per week** subject to a **maximum of 2% (Two percent)** will be levied from the total order value.

14.13. In case the submission of bills to NICSI, along with the necessary documents i.e. POD's/BG's etc., is delayed by the empanelled vendor beyond **30 (Thirty) days** from the date of issue of bill or delivery of materials etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective empanelled vendor so that NICSI is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due, to the respective empanelled vendor.

14.14. Certificates for Exemption of Octroi charges/entry tax   shall be furnished by NICSI users. It shall be the exclusive responsibility of the empanelled vendor to collect these Forms/Documents from the NICSI users. In the absence of exemption certificates from NICSI users towards octroi/entry tax, the empanelled vendor will be reimbursed actual charges paid by them.

14.15. All payments will be made through RTGS only.

15. REFUND OF EMD & SECURITY DEPOSIT

The Earnest Money Deposit (EMD) without any interest accrued will be refunded as follows:

15.1. In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within **1 (One)** month of the acceptance of TEC's (Technical Evaluation Committee)'s recommendations.

15.2. In the case of those Technically Qualified bidders who are not empanelled, the EMD will be refunded without any interest accrued within **1 (One)** month of the acceptance of FEC's (Financial Evaluation Committee)'s recommendations.

15.3. In case of those bidders whose tender bids are accepted for the empanelment, EMD of such bidders will be refunded on receipt of security deposit as mentioned in **Section 8.2: Security Deposit & PBG**. Security Deposit shall be in the form of Bank Guarantee (BG) drawn in the name of National Informatics Centre Services Inc Hall No. 2&3, 6th Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066, valid for empanelment period and shall be renewed by the empanelled vendor till Empanelment lasts or the orders placed are executed, whichever is later. No interest will be payable for the Security Deposit.

15.4. On completion of the warranty period of ordered items, the Security Deposit without any interest accrued shall be released after ascertaining that satisfactory support has been provided during the warranty period. In case, it is found that appropriate satisfactory support has not been provided by the empanelled vendor, NICSI/NIC will ensure that the prescribed penalty for the default in service has been realized or shall be recovered from the empanelled vendor out of already due payments.

16. GENERAL TERMS & CONDITIONS

16.1 TERMS AND CONDITIONS

16.1.1 The empanelment under this tender is not further assignable by the empanelled vendor. The empanelled vendor shall not assign its contractual authority to any other third party.

16.1.2 As a matter of policy and practice and on the basis of Notification published in Gazette of India dated 14th March, 1998, it is clarified that services and supplies of the vendor empanelled through this tender can be availed by both National Informatics Center [NIC] and National Informatics Center Services Incorporated [NICSI], as the case may be depending on the project, and the empanelled vendor shall be obliged to render services / supplies to both or any of these organizations as per the indent placed by the respective organization. In other words, the selection procedure adopted in this tender remains applicable for NIC as well, and in the event of rendering services / supplies to NIC, the empanelled vendor shall discharge all its obligations under this tender vis-à-vis NIC.

16.1.3 Any default or breach in discharging obligations under this tender by the empanelled vendor while rendering services / supplies to NIC/NICSI, shall invite all or any actions / sanctions, as the case may be, including forfeiture of EMD, security deposit, invocation of performance guarantee stipulated in this tender document. The decision of NICSI/NIC arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any OEM/empanelled vendor to bring pressure of any kind, may disqualify the OEM/empanelled vendor for the present tender and the OEM/empanelled vendor may also be liable to be debarred from bidding for NICSI/NIC tenders in future for a period of at least three years.

16.1.4 All terms and conditions governing prices and supply given in this tender, as applicable to NICSI, will be made equally applicable to NIC.

16.1.5 NICSI reserves the right to modify and amend any of the stipulated condition/criterion given in this tender, depending upon project priorities vis-à-vis urgent commitments. NICSI also reserves the right to accept/reject a bid, to cancel/abort tender process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the NICSI.

16.1.6 The bidder should undertake to provide support for the supplied systems/sub-systems for a period of **2 years which can be extended for maximum of additional 2 years**. After the warranty maintenance of two years, if NIC/NICSI decides to go in for in-house maintenance of the H/W systems/sub-systems or through a third party, the vendor shall supply the spares to NIC/NICSI or a party designated by it.

16.1.7 No interest shall be payable for the Earnest Money Deposit.

16.1.8 The Security Deposits without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.

16.1.9 Any default by the bidder in respect of tender terms & conditions will lead to rejection of the bid & forfeiture of EMD/Security Deposit.

16.1.10 The decision of NICSI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by NICSI.

16.1.11 In case the empanelled vendor is found in-breach of any condition(s) of tender or supply order, at any stage during the course of supply/delivery/commissioning or warranty period, the legal action as per rules/laws will be taken.

16.1.12 Printed/written conditions mentioned in the tender bids submitted by bidders will not be binding on NICSI.

16.1.13 Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

16.1.14 NICSI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.

16.1.15 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of NICSI/ NIC.

16.1.16 The Bidder (Recipient) shall execute/sign a Non-Disclosure Agreement (NDA) with the user (Discloser).

16.1.17 The Bidder shall notify NICSI/ NIC promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this empanelment or with the authority of NICSI/ NIC

16.1.18 The Bidder shall be liable to fully recompense NICSI/ NIC for any loss of revenue arising from breach of confidentiality. NICSI/ NIC serve the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

16.2 MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT

16.2.1. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to NICSI. Further, the bidder must keep NICSI informed of any change in the status of the company.

16.2.2. Following facilities have been extended to the SSI units registered with NSIC:
   a. Issue of tender sets free of cost
   b. Exemption from payment of earnest money
   c. Waiver of security deposit up to the monetary limit for which the unit is registered

16.3 DOMESTIC MANUFACTURER CLAUSE

16.3.1. Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with relevant Notification and Guidelines issued thereunder. A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e. URL www.deity.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender documents.

16.3.2. Bidders must submit an undertaking on notarized Rs. 100/- stamp paper as per Annexure 8: PMA AFFIDAVIT as part of the eligibility document.

16.3.3. The percentage of domestic value addition (in terms of BOM) must be mentioned separately in Technical Bid for each quoted item/product to prove eligibility and avail any applicable preference at the time of placing of purchase orders.

16.3.4. Bidders who do not provide the undertaking shall not be considered for receiving this preference.

16.3.5. The empanelment of bidders quoting false information will be cancelled and the EMD will be forfeited. Additionally, furnishing of false information on this account shall also attract penal provisions as per guidelines/notifications.

16.4 PRICE VARIATION CLAUSE

16.4.1. In the event of lowering of Government levies subsequent to the finalization of the panel, the empanelled vendor shall automatically pass on the benefits to NICSI, and in the event of increasing of Government taxes/ levies subsequent to the finalization of the panel, NICSI shall consider the case on merit and the pro-rata benefits to the empanelled vendor may be considered if full reference with documentary evidence is submitted.

16.4.2. During the validity of the empanelment, in case NICSI notices that the market rates have come down from the time when rates were finalized or for the reasons of technological advances / changes, NICSI will ask the technically short listed Bidders to re-quote the prices based on new / advanced configurations/technologies and the products/services will be selected on the basis of procedure as per **Section 7.3: Financial Bid Evaluation**.

16.4.3. All other taxes, i.e. VAT, Installation Charges, Service Taxes as mentioned in the tender by the empanelled vendor will be added to arrive at the new revised total rate. Local taxes such as Octroi, LBT , etc shall be paid by NICSI on actual

16.5 LIMITATION OF LIABILITY

Except in the case of gross negligence or willful misconduct on the part of the empanelled vendor or on part of any person or company acting on behalf of the empanelled bidder in carrying out the services, the empanelled vendor, with respect to damage caused by the empanelled vendor to end user / NICSI / NIC, shall be liable to end user / NICSI / NIC:

(i). for any indirect or consequential loss or damage; and
(ii). for any direct loss or damage,
only to the extent of
A. the total payments payable under this contract to the empanelled vendor, or
B. the proceeds the empanelled vendor may be entitled to receive from any insurance maintained by the empanelled vendor to cover such a liability,

Whichever of (A) or (B) is higher, plus the security deposit and performance bank guarantees submitted by the empanelled vendor.

This limitation of liability shall not affect the empanelled vendor's liability, if any, for damage to Third Parties caused by the empanelled vendor or any person or firm / company acting on behalf of the empanelled vendor in carrying out the work.

16.6 INDEMNITY

The empanelled vendor shall indemnify NICSI/NIC/User departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc and related services or any part thereof. NICSI/NIC/User department stand indemnified from any claims that the hired manpower / empanelled vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. NIC/NICSI/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / empanelled vendor's manpower while discharging their duty towards fulfillment of the purchase orders.

16.7 TERMINATION FOR INSOLVENCY

NICSI may at any time terminate the purchase order/empanelment by giving four weeks written notice to the empanelled vendor, without any compensation to the empanelled vendor, if the empanelled vendor becomes bankrupt or otherwise insolvent.

16.8 FORCE MAJEURE

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

16.9 TERMINATION FOR DEFAULT

16.9.1. Default is said to have occurred

a) If the empanelled vendor fails to accept the Purchase Orders

b) If the empanelled vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by NICSI.

c) If the empanelled vendor fails to perform any other obligation(s) under the contract

16.9.2. If the empanelled vendor defaults on 16.9.1 (a) & 16.9.1 (c) of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be cancelled.

16.9.3. If the empanelled vendor defaults on 16.9.1 (b) of above circumstances, 8.5% (eight point five percent) of the work order value will be levied as cancellation charges.

16.10 ARBITRATION

16.10.1. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

16.10.2. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

16.10.3. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

16.11 CONCILIATION

16.11.1. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.

16.11.2. The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).

16.11.3. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

16.12 APPLICABLE LAW

16.12.1. The empanelled vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

16.12.2. All disputes in this connection shall be settled in Delhi jurisdiction only.

16.12.3. NICSI reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.

16.12.4. NICSI also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective bidders / parties to be kept informed about it.

16.12.5. NICSI, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

16.12.6. NICSI also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure of the firm. Bidder(s) are, therefore, directed to submit the tender carefully along with complete technical features of the products/systems as well as other documents required to access the capability of the firm.

16.12.7. All procedure for the purchase of stores laid down in GFR and DFPR shall be adhered-to strictly by the NICSI and Bidders are bound to respect the same.

16.12.8. The empanelled vendor should provide, with every equipment/software, the related user manual, irrespective of the fact that more than one equipment may or may not be meant for a single location.

17. SPECIAL TERMS & CONDITIONS

17.1. As per CVC Circular No. 3/01/2012 dated 13.01.2012

17.1.1. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17.1.2. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

17.2. Bidder will have to ensure there is no discrepancy between the hard copy submitted and the softcopy uploaded in Financial Bid Format. In case of any discrepancy between hard copy submitted and softcopy uploaded, then the commercials uploaded in softcopy will prevail.

17.3. Kindly note that after finalization of Rates, the same may be put on the NICSI's Web page for **15 (Fifteen) Days** inviting comments with regards to the rates being lowest before any contract signing.

17.4. The OEM/Vendor shall not use this empanelment anywhere on its own, without taking prior permission from NICSI. Any purchase order placed with reference to this empanelment has to be executed through NICSI only.

17.5. Any invoice generated on NICSI under this empanelment by the empanelled vendor should be done only from an office located in Delhi.

TECHNICAL SPECIFICATIONS

18.1 Technical Specification/Requirement for Malware and Forensic Analysis Solution

TECHNICAL SPECIFICATION	
Forensic Hardware	
1.	**FRED Server** **(Forensic Recovery Evidence Device)**
	• Intel® Core™ i7-5820K CPU (Hex Core Processor), 3.7 GHz, 10MB Intel® Smart Cache, 5GT/s DMI • 32 GB PC3-17000 DDR4 2133 MHz Memory • 1x256 GB Solid state SATA III drive – OS drive • 1x128 GB Solid State SATA III drive – Temp/Cache/DB Drive • 1 x 2.0 TB 7200 RPM SATA III Hard Drive –Data drive installed in Hotswap Bay1 • i7 motherboard with IntelX99 Express chipset • 22" WideScreen LCD Monitor with Built-in Speaker • Nvidia GTX 750Ti 2GB 128 bit DDR5 PCI-Express Video Card with 1 VGA (D-Dub), 1 mini HDMI, and 2 DVI ports - supports upto 4 displays • 7 PCI Express 3.0(x16) Slots • 8-Channel High Definition Audio CODEC • 1 port ASmedia express controller (or 2 x SATA 6.0 Gb/s ports) • 1 port Intel SATA Express Controller (or 2 x SATA 6.0 Gb/s ports) • 8 ports Intel 6.0 Gb/s Serial ATA (SATA) Controller • 16 USB 3.0/2.0 ports - 13 Back Mounted, 3 Front Mounted • 1 Write Blocked USB 3.0/2.0 port - Front Mounted • 1 FireWire IEEE 1394a (400 MB/s) ports - 1 Back Mounted • 2 FireWire IEEE 1394b (800 MB/s) ports – 1 Back Mounted, 1 Front Mounted(Write Blocked) • 2 x Shock Mounted SATA Removable Hard Drive Bays (IDE Capable) • 4 x HotSwap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays • BD-R/BD-RE/DVD ± RW/CD ± RW Blu-ray Burner Dual-Layer Combo Drive • Extendable/Retractable Imaging Workshelf with integrated ventilation • 103 key Microsoft Keyboard and Mouse Combo - Wireless • Windows 8.1 Professional (64 bit) • Also includes: DOS (Win98 Standalone), SUSE Professional Linux (64 bit) • Single RAID Chassis Option • 12 Channel PCIe 6 Gb/s SAS/SATA RAID Controller

	• Qty 1 - RAID Chassis with 5 removable drive bays • 2 TB 7200 RPM SATA III Hard Drive Set (Set of 5 Drives) • Hardware Write Blocking (UltraBay 3D Hardware Write- Blocker) • SAS, SATA, IDE, USB 3.0/2.0, FireWire I394b, SCSI • Forensic Media Card Reader - Read-Only and Read/Write switchable • System restores media • Tool box : Adapters and Cables: Cables and adapters to image and process internal/external drives including SAS, SATA, IDE, microSATA, SATA LIF, MacBook Air Blade Type SSDs, mini/micro SSD cards, 1.8 inch IDE (iPod) and 2.5 inch IDE(laptop),Digital Camera, Security Screwdriver Set and OEM documents. System Keys: For removable hard drive bays and front case bezel. • Other S/W : Symantec Ghost, DVD/CD authoring s/w, Original OEM S/W / H/W installation manuals, Drivespy/ Image, PDwipe, PD Block, PART
2	**ULTRAKIT III** **(Tableau Devices)**
	• Portable kit for acquiring a forensic image of any storage device/derive • With built in or addon write compatible blockers/bridges • Transfer the forensically sound image to any other compatible storage device/drive (On Laptop or PC, internal or External media) • Blockers/Bridges should support: eSATA IDE / SATA, SCSI, USB, Forensic Card Reader, FireWire With Power Supply and Cables, Forensic Duplicator With Power Supply and Cables, Forensic Duplicator 2 With Power Supply and Cables • Power Supplies: Two UltraBlock Power Supplies, Two 220V AC Power Supply Cords, Two Molex M/M Drive Power Cables, One SATA Drive Power Cable • Drive Interface Cables: One 8" IDE Interface Cable, One 2" IDE Interface Cable, One SATA Interface Cable, One SCSI-3 Interface Cable, One 1.8" Hard Drive Adapter, One 2.5" Hard Drive Adapter, One ZIF Hard Drive Adapter, One Micro SATA Adapter, Computer Interface Cables/Adapters One eSATA to eSATA Cable, Two USB A to Mini 5 pin Cables, One FireWire A (6 pin - 6 pin) Cable, Two FireWire B (9 pin - 9 pin) Cables, One FireWire A (4 pin - 9 pin) Adapter, One FireWire A (6 pin - 9 pin) Adapter • Carrying Case: Watertight / Airtight, High Impact, Custom Foam
3	**UFED TOUCH Ultimate**
	• UFED Touch Device, UFED Solid Protector Case • SIM ID, Micro SIM ID, Nano SIM ID Cloning Cards • Car Power Adaptor,UFED to PC Cable,Phone Power Up Cable • USB Flash Drive - 8 GB • Micro SIM Adapter,Multi SIM Card Adapter • Current 5V To 6V Adapter • Cleaning Brush for Phone Connectors • UFED Phone Charger • Ruggedized Carrying Case • UFED Forensic Memory Card Reader • Faraday Bag
4	**RF Isolation Box**
	• Should be able to shield mobile/cell phones, GPS, netbooks/tablet, Bluetooth devices, laptops etc. from cellular, Wi-Fi, Bluetooth and radio signals. • Wireless bag (of External Dimension 15" x 8.6" and effective internal Dimension 11" x7.8" minimum)) • Able to preview the device inside of the bag • Should be able to keep unwanted cellular, Wi-Fi, Bluetooth and radio signals out from the reach of seized mobile phones and other devices. • Should comprise of a special weaved material made of nickel, copper and silver plated nylon woven fabric.
	Devices
5	**Mobile Devices**
5.1	**Android Phone (Samsung Galaxy S6)** (Including SIM card)
	• Technology : GSM/HSPA/LTE • CPU : Quad-core 1.5 GHz Cortex-A53 & Quad-core 2.1 GHz Cortex-A57 Exynos 7420 • Memory & storage: 3 GB RAM, 64GB Storage • Connectivity: 4G, 3G, Wifi, Bluetooth, GPS • Camera: 16MP Primary 2988 x 5312 pixels, optical image stabilization, 5 MP Secondary Camera

	• Display:5.1 inch Touch-screen with Corning Gorilla Glass 4
	• OS: Android version 5.0 Lollypop or Latest
5.2	**Android Phone (HTC One M9)** (Including SIM card)
	• Technology : GSM/HSPA/LTE • CPU : Quad-core 1.5 GHz Cortex-A53 & Quad-core 2 GHz Cortex-A57 Qualcomm MSM8994 Snapdragon 810 • Memory & storage: 3 GB RAM, 32GB Storage • Connectivity: 4G, 3G, Wifi, Bluetooth, GPS • Camera: 20 MP, 5376 x 3752 pixelss, optical image stabilization, 4 MP Secondary Camera • Display:5.0 inch Touch-screen with Corning Gorilla Glass 4 • OS: Android version 5.0 Lollypop or Latest
5.3	**Apple iPhone i6** (Including SIM card)
	• Processor : Dual Core 1.4 GHz + A8 Chip 64-bit • Architecture & M8 Motion Co-processor, • Memory and storage: 1GB RAM, 64 GB storage • Connectivity: Bluetooth, Wi-Fi , 3G ,4G • Camera: 8 MP Primary, 1.2 MP Secondary Camera • Display: 4.7 inch Touch-screen • OS: iOS 9 or Latest
5.4	**Apple iPad iPad Air 2 (Wi-Fi+Cellular)** (Including SIM card)
	• A8X chip with 64-bit architecture and M8 motion coprocessor • Retina display • 9.7-inch (diagonal) LED‑backlit Multi‑Touch display with IPS technology • 2048x1536 resolution at 264 pixels per inch (ppi) • Fingerprint-resistant oleophobic coating • Fully laminated display • Camera 8MP/1.2MP (Back/Front) • Wi‑Fi (802.11a/b/g/n/ac); dual channel (2.4GHz and 5GHz) • MIMO • Bluetooth 4.0 technology • GSM/EDGE • CDMA EV-DO Rev. A and Rev. • UMTS/HSPA/HSPA+/DC‑HSDPA • LTE4
5.5	**Windows Phone (Microsoft Lumia 1520)** (Including SIM card)
	• Processor : 2.2GHz Qualcomm Snapdragon 800 • Quad Core • Memory and storage: 2 GB RAM , 32 GB Storage • Expandable Storage Capacity of 64 GB • Connectivity: Bluetooth, Wi-Fi , 3G ,4G • Camera: 20 MP Primary, 1.2 MP Secondary Camera • Display: 6.0 inch Touch-screen • Windows Phone 8.1 OS • Others : Dual Stand by Sim (GSM + WCDMA), FM Radio
5.6	**Google Nexus 6** (Including SIM card)
	• Technology : GSM/UMTS/ FDD LTE /TDD LTE • CPU : Quad core, 2700 MHz, Krait 450 Qualcomm Snapdragon 805 • Memory & storage: 3 GB RAM, 64GB Storage • Connectivity: 4G, 3G, Wifi, Bluetooth, GPS • Camera: 13MP Primary, 2MP Secondary Camera • Display:5.9 inches, 1440 x 2560 pixels • OS: Android version (5.1, 5.0)

SYSTEMS AND ACCESSORIES

6	**Server (VME Host/ Virtualization Server)**
	• **Processor:** Intel® Xeon® processor E7-8800 v2
	• **Processor Sockets**: 4,Cache:2.5MB per core, core options: 12 or above
	• **Chipset:** Intel C602, 1TB Memory extendable Up to 3TB (48 DIMM slots) , 4GB/8GB/16GB/32GB/64GB DDR3 up to 1866MT/s
	• **Hard Disk Drive :** 6 x 1TB SAS HDD with built-in RAID 0,1,5 controller
	• Embedded NICs quad-port 1Gb NDC
	• Dual port 10 GB interface card
	• 8 MB or higher graphics video card
	• Optical Drive: SuperMulti DVD RW Drive
7	**Laptop System MacBook Pro (Macintosh)**
	• Native resolution: 2560x1600 pixels (Retina)
	• Scaled resolutions: 1680x1050, 1440x900 and 1024x640 pixels
	• Processor: 2.8GHz dual-core Intel Core i5 processor (Turbo Boost up to 3.3GHz) with 3MB shared L3 cache
	• Memory: 8GB of 1600MHz DDR3L onboard memory
	• Storage: 512 GB
	• Operating System: OS X Yosemite
8	**Laptop System (Intel Linux)**
	• Processor: Core i7 processor, 2 GHz with Turbo Boost 2.0 Upto 3.1 Ghz, 4MB Cache
	• Memory: 8GB DDR3L onboard memory, 2 GB Graphics, 1TB HDD
	• Display : 14 inch min, WXGA
	• Optical Drive: SuperMulti DVD RW Drive
	• Operating System : Ubuntu
9	**Laptop System (Intel Windows)**
	• Processor: Core i7 processor, 2 GHz with Turbo Boost 2.0 Upto 3.1 Ghz, 4MB Cache
	• Memory: 8GB DDR3L onboard memory, 2 GB Graphics, 1TB HDD
	• Display : 14 inch min, WXGA
	• Optical Drive: SuperMulti DVD RW Drive
	• Operating System : Windows 10
10	**Router Wireless**
	• Band: 802.11n (2.4GHz, 5GHz); 802.11 ac (5GHz)
	• Gigabit Ethernet Ports : Minimum 4
	• Secure WiFi connections: Highest level wireless security with WPA/WPA2
	• Ethernet cable, Power adapter and Quick install guide.
11.	**Network Switch**
	• **Switch Ports** 24 x 10/100/1000 Ethernet Ports Ethernet Ports
	• **Features** Layer 3 switching, Layer 2 switching, dynamic IP address assignment , DHCP support, auto negotiation, ARP support, trunking, VLAN support, auto-uplink (auto MDI/MDI-X), IGMP snooping, Syslog support, traffic shaping, Broadcast Storm Control, High Availability, Multicast Storm Control, Unicast Storm Control, Rapid Spanning Tree Protocol (RSTP) support, DHCP snooping, Dynamic Trunking Protocol (DTP) support, Port Aggregation Protocol (PAgP) support, Access Control List (ACL) support, Quality of Service (QoS), Jumbo Frames support, MLD snooping, Dynamic ARP Inspection (DAI), Per-VLAN Spanning Tree Plus (PVST+), EIGRP Stub Routing
12.	**Laserjet Colour Printer**
	• Speed: Up to 31 ppm (Letter) black; Up to 31 ppm (Letter) color
	• Resolution: 1200 x 1200 dpi black,1200 x 1200 dpi (Best) color
	• Scan Resolution: 600 x 600 dpi hardware, Up to 600 dpi Optical
13.	**USB hard Disk: 2 TB**
	• Ultra-fast data transfers with USB 3.0 interface
	• Password protection and hardware encryption
14.	**Pendrive**
	• Write Protection Option
	• Storage: 32 GB
	• USB 3.0
15.	**Data Card (including SIM):**
	• Connectivity : 4G & Wifi Supported
	FORENSIC SOFTWARE
16.	**FTK forensics tool kit with visualize**

	- Should have built in module to Create forensic images of suspected storage device in DD,EO1, SMART & AFF format with authentication with MD5 and SHA1 hash. - Should have built it module to 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. - Should have built in module to Recover passwords (Password recovery Tool) from 100+ applications likeMS Office up to version 2010, Adobe PDF, Financial Accounting software Tally, Win Zip, Stegnos, Stool etc. - Should allow examiner to perform distributed password recovery by harness idle CPUs across the network to decrypt files and perform robust dictionary attacks - Should have facility for generating biographical dictionary for password attack. - Should have Known File Filter hash library with 45 million and above hashes. - Analyst should never lose work due to a crash, as components should be compartmentalized in database, worker and GUI - Should allow user to create physical drive from image - Should use robust Oracle or PostgreSQL database in background to store large amount of data. - Should allow distributed processing via distributed engines. - Should have Wizard-driven processing to ensure no data is missed. - User should be able to Cancel/Pause/Resume processing, Should show real-time processing status, Should send email notification upon processing completion - Should have advanced data carving engine which allows examiner to carve allocated and unallocated data on following criteria to reduce the amount of irrelevant data carved while increasing overall thoroughness. File size, File Type, pixel size (Images) - should have over 50 custom data carvers for windows, MAC, Linux and Internet artifacts. - Should perform analysis of RAM dump and showAll running processes including those hidden by RootKits, Display associated DLLs, Network sockets, Support 32 & 64 bit windows machines - Should have Broad file system, compound file and email support. - Should support email analysis of various email clients like Notes NSF, Outlook PST/OST, Exchange EDB, Outlook Express DBX, Eudora, EML (Microsoft Internet Mail), Earthlink, Thunderbird, Quickmail, Netscape, AOL, RFC 833 - Should Supports analysis of encrypted images with popular encryption technologies, such as Credant, SafeBoot, Utimaco, EFS, PGP and Guardian Edge with known passwords. - Should have Comprehensive support for Mac - Process B-Trees attributes for metadata, PLIST support, SQLite database support, Apple DMG and DD_DMG disk image support, Crack Sparse Images or Sparse Bundles, JSON file support - Should Create detailed reports and output them into native format, **HTML, PDF, XML,RTF**, and more - with links back to the original evidence
17	**Passware Kit forensic**
	- Recovers passwords for 200+ files types and decrypts hard disks providing an all in one user interface - Mobile forensics : recover passwords for iTunes and android backups, android physical images, extracts windows phones data, as well as acquires iOS backups or photo streams for iOS devices from iCloud 64-bit version - Supports batch file processing - Scans computers and network for password protected files and encrypted hard disk images(Encryption analyzer professional included) - Acquires memory images of the seized computers(Firewire memory image included) - Recovers Mac User login passwords and FileVault2 keys from computer memory - Supports Distributed and cloud computing password recovery on both windows and Linux platforms - Runs from a USB thumb drive and recovers passwords without installation on a target PC (Portable version included)
18	**Encase Forensic**

	• Should support Gallery view option to quickly reveal all photographs and graphics files stored on hard drives and other media. • Should support Timeline view option to provide an easily adjustable, graphical calendar like display for file activity of particular interest. • Should contain Full Unicode support to allow users to search text and fonts from any foreign country, and in any language. • Should support acquisition Restart facility: continue a windows-based acquisition from its point of interruption. • Should be able to recovers data from unallocated clusters ,lost clusters, file/partition/disk/MBR slack, swap files • Should have Inbuilt LinEn utility to acquire evidence via boot disk • Should have Inbuilt WinEn utility to acquire RAM evidence • Should do Image verification by cyclical redundancy checksum (CRC) and MD5 • Should have Inbuilt support for writing scripts & should contain pre-built scripts • Should Support more than 150 Filters and Conditions • Should Support combining filters to create complex queries using simple "OR" or "AND" logic • Should have Inbuilt Active Directory Information Extractor • Should be able to automatically rebuild the structure of formatted NTFS and FAT volumes. • Should support Recovery of deleted files/folders • Should have inbuilt windows event log parser • Should have Inbuilt Link file parser to search in unallocated space • Should have Inbuilt support for Compound document and file analysis • Should support file Signature analysis • Should have native viewing support for ~400 file formats • Should have built-in Registry Viewer
19.	**Encase Portable**
	• Collection of Live computer data with minimum use of hardware and software tool • Integrated with proven EnCase software • It should leverage the search and collection capabilities of EnCase®, delivered on a USB drive. • Ultra-Portable - Pocket-sized kit can be transported to any location with ease • Stealth - Search and collect without leaving a trace on the target machine • While pre-installed on a USB drive, it can be easily transferred to any USB drive. • Easy to Use - Non-forensically trained personnel can collect data • Users should be able to collect forensically sound data in any location with ease. • Forensically Sound - Collected data stored in (E01, L01, Ex01, Lx01) court-vetted formats • The solution should search a targeted computer and automatically collect data, including documents, Internet history and artifacts, images, other digital evidence, and even entire hard drives. • Plug in and collect data immediately • Live machine and boot operating modes • Customizable search and collection jobs
20.	**Network Forensic Suite (NeSA)**
	• Loads pcap formatted dump files and rebuilds the TCP sessions • Built in Hex View, Thumbnail View, File View and Mail View facility • Regular expression based search capability • Time Zone can be changed for Time Zone based analysis • Extracts files from captured HTTP, FTP, SMTP and POP3 protocols data • F-filter for filtering TCP sessions as well as packets • Supports port customization based on application layer protocol
21.	**Deep Freeze (latest version)**
	ANALYSIS TOOL
22	Metasploit Pro (latest version)
23	Nessus Pro (latest version)
24	IdaPro 6.7 or latest version
25	Ollydbg 2.0 or latest version
26	Burpsuite Commercial (latest version)
27	Splunk pro (latest version) • Windows x86

	• Windows x86_64

	OS/APPLICATION SOFTWARE
28	MS Windows Server (2012)
29	MS Windows Server (2008 R2)
30	MS Windows (version 8/8.1)
31	MS Office (2013)
32	MS Office (2010)
33	Redhat Linux 5/6
34	Adobe Acrobat writer 9.0 or latest version
35	VMware Workstation 10 Type2 (windows)
36	VMware Workstation 10 Type2 (Linux)
	ANTIVIRUS SOLUTION
37	**Antiviruses 32/64 bit**
	• Bit Defender • Kaspersky Internet Security • F-Secure Internet Security • G-Data Internet Security • Norton Internet Security

The products should be quoted strictly as per the description provided above. Any bid found to be quoting irrelevant products is liable to be rejected and EMD forfeited.

Note: The bidder shall provide copies of data sheets for each of the products. The bidder shall also provide copies of satisfactory test report/certificate issued from International Laboratory Accreditation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs for tendered products.

The details of required quantity for above malware and forensic analysis solution are present at Annexure 6: Quantity

18.2 MANPOWER

S.no	Type of Resource	Requirements	Compliance (Yes or No)
1	Forensic and Intrusion Expert	Requires Master's degree or equivalent in Computer Science or Information Systems and five to seven years of related experience with a minimum of 5 years' experience in one or more of the following: • computer network penetration testing and techniques • computer evidence seizure, computer forensic analysis, and data recovery • computer intrusion analysis and incident response, intrusion detection • computer network surveillance/monitoring • network protocols, network devices, multiple operating systems, and secure architectures. • Ability to obtain a security clearance.	
2	Forensic Expert	Bachelor's degree in Computer Science or Information systems • Forensics Specialist must have 3-5 years of related experience in data security administration. • Must have three years' experience in Computer and Network Forensics. • The candidate will have knowledge and experience with the following operating systems: Windows, Macintosh, Linux or UNIX, and DOS. Must have understanding of information systems security; network architecture; general database concepts; document management; hardware and software troubleshooting; electronic mail systems, such as Exchange and GroupWise; Microsoft Office applications; intrusion tools; and computer forensic tools such as EnCase, Access Data, and FTK. Experience conducting security assessments, penetration testing, and ethical hacking are desirable	
3	Malware Expert	Bachelor's degree in Computer Science or Information systems with atleast 2+ years of experience in security research. The expert should also have • Experience writing IDS/IPS signatures • Understanding of windows internals and API calls. • Experience with Malware analysis - Dynamic & Static • Programming: Shell, Perl, Ruby, or Python • Strong understanding of web protocols and web application security. Basic Duties: • Analyze new malware threats and write new signatures • Botnet and Exploit Kit research to ensure detection • QA and improve existing signatures • Develop automation scripts to aid in research and analysis tasks • Write blog posts and papers related to threat analysis • Log analysis to identify new threats Preferred: • Reverse engineering experience • Vulnerability discovery and exploit development skills • Experience in research blogs and/or speaking engagements	
4	Incident Response and Malware Analyst	Bachelor's degree in Computer Science or Information systems with 4 or more years' experience in a hands-on technical role of network forensics analyst, malware analyst, or incident responder. The candidate should have the following • One or more of the following technical certifications: GIAC Certified Incident Handler (GCIH), GIAC Certified Forensic Analyst (GCFA), GIAC Reverse Engineering Malware (GREM), or equivalent certifications in these areas • Expertise in analysis of TCP/IP network communication protocols • Experience with a scripting language such as Perl, Python, or other scripting language in an incident handling environment • Experience with malware analysis	

| | | • Experience conducting analysis of packet capture, log data, and network devices in support of intrusion analysis or enterprise level information security operations
 • Experience with advanced computer exploitation methodologies and data correlation through the use of System Information and Event Management (SIEM) and cloud tools
 • Prior experience instructing technical courses
 • Excellent knowledge of security solutions and technologies, including: Windows, Linux, and network architecture, implementation, and configuration
 • Experience and knowledge of packet flow, TCP/UDP traffic, firewall technologies, IDS technologies (Snort rules), proxy technologies, and anti-virus, spam and spyware solutions (Gateway and SaaS) | |
| 5. | Certified Trainer from OEM/Bidder | 2+ years' experience in providing training on Forensic and Malware solutions. The candidates should be trained professional with latest relevant certification in the forensic and Malware Domains. | |

Note
- The resource should be deployed by the empaneled vendor within a month of the issue of the work order failing which penalty will be calculated as number of days manpower not deployed * wage/day . If the delay is such that the penalty has reached a value of more than 10% of the order value then NICSI will impose the penalty as above and will have an option to cancel the order and get the work done from any other source at the risk and cost of such defaulting vendor. The defaulting vendor must also ensure knowledge transfer to the new empaneled vendor.
- The document copy of detailed **qualification along with relevant certification(s)** should be submitted by the bidder/OEM.
- The resource must be available for 6 days a week and 9 hours per day.
- The resource would not be eligible for any leaves except Sunday and National Holidays and any leave taken by the resource will be considered as absence
- The resource may be required to come on holidays subject to demand and will be granted compensatory leave for the same
- Certified trainers should provide hands-on training in Delhi for atleast one week to selected NIC/user staff .

18.ANNEXURE

The necessary Annexure are given in the following pages.

ANNEXURE 1: ELIGIBILITY CRITERIA

S. No.	Criteria	Documents to be submitted as qualifying documents	Eligible (Yes/No)	Reference of enclosed proof along with page number where document occurs in the bid
1.	The bidder must be a Company registered in India under the Companies Act 1956 or a partnership registered under the Indian Partnership Act 1932 with their registered office in India for the last **three years** as on **31st March 2015**.	Copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory		
2.	Power of Attorney in the name of authorized signatory authorizing him for signing the bid documents or related clarifications on bid documents	Power of Attorney in the name of authorized signatory		
3.	Only OEM or its Authorized Indian Agent (but not both simultaneously) would be eligible to quote for a particular solution/product If an agent submits bid on behalf of the OEM, the same agent shall not submit a bid on behalf of another OEM in the same tender for the same solution/product	If the bidder is an Authorized Indian Agent, a signed and Stamped copy of **Annexure 5 : Manufacturer's Authorization Form** from every OEM of quoted product/Solution.		
4.	Bidder should have an average annual turnover of INR 1 crore in the field of Forensic and Malware solution during last **3 financial years** (i.e., FY 2015-14, FY 2014-13, FY 2012-13)	Duly signed & stamped CA certificate/ Duly signed & stamped copy from authorised signatory		
5.	The bidder must have a Positive Net Worth as on date.	Duly signed & stamped CA certificate		
6.	The bidder must have a registration number of - 1. VAT where his business is located 2. CST where his business is located 3. Service Tax	Duly signed & stamped copies of relevant certificates of registration		
7.	The bidder must have cleared his VAT/ CST dues up to 31st March, 2015 to the Government.	Duly signed & stamped copy of Tax Clearance Certificate from the Commercial Taxes Officer of the Circle concerned Auditor/CA signed VAT returns may be provided		
8.	Bidder must have a valid PAN	Duly signed & stamped copy of PAN card / certificate		
9.	The bidder must be a single legal entity/ individual organization. Consortium shall not be allowed.	Undertaking signed by authorized signatory		
10.	The bidder must have filed its Income Tax Returns for the last 3 financial years (i.e., FY 2014-15, 2013-14, 2012-13)	Duly signed and stamped copies of Income Tax Returns Digitally signed ITR may be provided		
11.	To confirm in Yes or No, whether the bidder falls under the Micro, Small and Medium Enterprises Development Act, 2006 for the specific category in which it seeks to be empanelled	If yes, a duly signed & stamped copy of the registration Certificate mentioning the category in which it has been registered must be provided to NICSI. Further, NICSI must be kept informed of any change to the status of the company as per the mentioned act.		
12.	Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Department of Electronics and Information Technology (DeitY)	Affidavit of Self Certification regarding Domestic Value Addition in an electronic product to be		

S. No.	Criteria	Documents to be submitted as qualifying documents	Eligible (Yes/No)	Reference of enclosed proof along with page number where document occurs in the bid
	Notification No.33(3)/2013-IPHW dated 23.12.2013 read with relevant Notification and Guidelines issued thereunder. The percentage of domestic value addition (in terms of BOM) must be mentioned separately in Technical Bid for each quoted item/product to prove eligibility and avail any applicable preference at the time of placing of purchase orders	provided on Rs. 100/- stamp paper men in the format provided at **ANNEXURE 8: PMA Affidavit**		

ANNEXURE 2: BIDDER'S PROFILE

S. No.	Particulars	Description
i.	Name of the Bidder	
ii.	Type of Incorporation (Sole Proprietor/ Partnership/ Private Limited/ Limited Firm)	
iii.	Year of Incorporation	
iv.	Place of Incorporation	
v.	Place of Manufacturing/Supply	
vi.	Whether any Legal/Arbitration proceedings have been instituted against the Bidder or the Bidder has lodged any claim in connection with works carried out by them. Mention Yes/No. If yes, please give details.	
vii.	Service Tax No.:	
viii.	Sales Tax/VAT No.:	
ix.	CST No.:	
x.	PAN No.:	
xi.	Full Address	
xii.	Name of the contact person with designation	Name: Designation: Contact Number(Landline): Contact Number(Mobile): Email Address: Complete Communication Address:
xiii.	Turnover from sales in each of the last 3 financial years (i.e., FY 2014-15, 2013-14, 2012-13)	
xiv.	Tender Fee Details:	Amount: Draft/ Pay Order No.: Date: Bank: Branch:
xv.	EMD Details:	Amount: Draft/ Pay Order No.: Date: Bank: Branch:

Signature:

Name:
Date:
Place:

Seal

ANNEXURE 3: SERVICE NETWORK

The following information for service centers across India must be supplied by the bidder. NICSI would verify the information Furnished here and if found incorrect the bid is liable to be rejected.

S. No.	Name of the site	Own / Franchisee Support Centres	Address	Name of Person-in-charge	Email of Person-in-charge	Phone of Person-in-charge	Size of Manpower
1	Bangalore						
2	Bhubaneshwar						
3	Chandigarh (UT)						
4	Delhi (UT)						
5	Hyderabad						
6	Pune						
Total							

Signature:

Name:
Date:
Place:

Seal:

ANNEXURE 4: SITE NOT READY CERTIFICATE

1	Empanelled Vendor's Name	
2	Project Number	
3	Purchase order No. & date	
4	Equipment Name	
5	Date of delivery	
6	Date of 1st Visit for installation	
7	Site not ready reason	
8	Tentative date of site being ready for installation	
9	Contact detail of empanelled vendor for getting equipment installed, if site gets ready.	
10	Certificate	There is no delay on the part of empanelled vendor in getting the equipment installed

Name of user / NIC Project Coordinator / NICSI Project in charge:

_____

Designation :_____

Signature:_____

(with official seal)

Date:_____

ANNEXURE 5: MANUFACTURER'S AUTHORIZATION FORM

Ref:

Date:

To,

Deputy Manager

Tender Division,

National Informatics Centre Services Inc.,

Hall No. 2 & 3, 6th Floor, NBCC Tower

15, Bhikaji Cama Place, New Delhi-66

Sub : Manufacturer Authorization for Tender No. NICSI/.................................

Sir,

We, <OEM Name> having our registered office at <OEM address>, are an established manufacturer of <Name of quoted item types>. We <OEM Name> authorize <Bidder's name> to quote our product as our sole Authorized Indian Agent for the purposes of this tender. We also confirm that this authorization is in line with CVC Circular No. 3/01/2012 dated 13.01.2012.

We confirm that we have understood the delivery & installation time lines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <Bidder Name> and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support for the supplied equipment for a period of **5 years** from date of installation of the equipment for all commitment made in this tender(at additional cost if out of warranty) even if it falls beyond the tenure of this empanelment. In case of any difficulties in logging complaint at bidder end, user will have option to log complaint at our call support center.

We also undertake that in case of default in execution of this tender by <Bidder's Name>, <OEM Name> will take all liabilities and responsibilities and necessary steps for successful execution of this tender. In case <Bidder's Name> is unable to fulfill the obligations given under this tender, <OEM Name> will be fully responsible to replace the <Bidder's Name> with an alternate Indian Authorized Agent and get the requisite work done. <OEM Name> shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms and conditions laid down under this tender and during the empanelment of <Bidder's Name>.

If any product is declared end of sale or end of life , we will intimate NICSI through the bidder atleast three months in advance so that a suitable equivalent or higher roll over product is offered through <Bidder's Name> to NICSI for due approval, empanelment and Order executions thereafter.

We understand that any false information/commitment provided here may result in <OEM's Name> getting debarred from doing business with NICSI.

Thanking You

For <OEM Name>

<(Authorized Signatory)>

Name:

Designation:

Seal:

Email Address:

Phone Number (Off):

Note:

1. **This letter of authority should be on the letterhead of the manufacturer and should be signed by the Authorised Signatory or Legal Head.**
2. **A copy of the MAF needs to be sent to tender-nicsi@nic.in from the official (corporate) e-mail ID of the authorized signatory (OEM). It should reach NICSI within 1 week of the Bid Submission End Date failing which the copy of MAF submitted with the bid will be ignored and the bid rejected.**
3. **Any deviation from the above MAF Pro-forma will lead to summarily rejection of such bids.**

ANNEXURE 6: QUANTITY

S. No.	Item name		Configuration/Version	Qty. (nos)
HARDWARE				
1	FRED Server (Forensic Recovery Evidence Device)			1
2	ULTRAKIT III (Tableau Devices)			1
3	UFED TOUCH Ultimate			1
4	RF Isolation Box			1
5	Mobile Devices			
	5.1	Android Phone (Samsung Galaxy S6)		1
	5.2	Android Phone (HTC One M9)		1
	5.3	Apple iPhone i6		1
	5.4	Apple (iPad Air 2) Wi Fi+Cellular		1
	5.5	Windows Phone (Microsoft Lumia 1520)		1
	5.6	Google Nexus 6		1
6	Server (VME Host/ Virtualization Server)			2
7	Laptop System Macbook Pro (Macintosh)			1
8	Laptop System (Intel)			2
9	Router W/L			2
10	Network Switch			1
11	Laserjet colour Printer			1
12	USB hard Disk: 2 TB			5
13	Pendrive 32GB			10
14	Data Card (including SIM)			3
SOFTWARE				
15	FTK forensics toolkit with visualizer			1
16	Passware Kit forensic			1
17	Encase Forensic			1
18	Encase Portable			1
19	Network Forensic Suite (NeSA)			1
20	Deep Freeze			2
21	Metasploit Pro			1
22	Nessus Pro			1
23	IdaPro			1
24	Ollydbg			1
25	Burpsuite Commercial			5
26	Splunk pro			1
27	MS Windows Server (2012)			1
28	MS Windows Server (2008 R2)			1
29	MS Windows (version 8)			1
30	MS Office (2013)			1
31	MS Office (2010)			1
32	Redhat Linux 5/6			1
33	Adobe Acrobat writer			1
34	VMware Workstation 10 Type2 (windows)			1
35	VMware Workstation 10 Type2 (Linux)			1
36	Antivirus (latest version)			
	Bit Defender			1
	Kaspersky Internet Security			1
	F-Secure Internet Security			1
	G-Data Internet Security			1
	Norton Internet Security			1

Note: The "Configuration/Version" column contains the vertical text "Refer Technical Specifications as in 18.1" spanning the HARDWARE section, and again "Refer Technical Specifications as in 18.1" spanning the SOFTWARE section.

Disclaimer – The quantity mentioned in the table above is based on estimated demand and the actual order may vary based on the requirements at the time of placing the order

No. 10(47)/2015-NICSI

ANNEXURE 7: INSTALLATION CERTIFICATE

1	**Empanelled Vendor's Name**	
2	Project No.	
3	Purchase order No. & date	
4	Invoice No. with date	
5	Equipment Name & Description	
6	Equipment serial nos.	
7	Date of delivery	
8	Date of intimation of call for installation/site readiness information (in case of SNR)	
9	Installation Date	
10	Certificate	Equipment (as per ordered configuration) has been installed successfully

Name of user / NIC Project Coordinator / NICSI Project in charge: _____ Designation: _____ Signature: _____ (with official seal) Date: _____	**Name of user Empanelled Vendor's Representative:** _____ **Designation:** _____ **Signature:** _____ **(with official seal)** **Date:** _____

Please ensure that signatures are taken on each page of the report

ANNEXURE 8: PMA AFFIDAVIT

Format for affidavit of self certification regarding domestic value addition in an electronic product, to be provided on Rs. 100/- stamp paper

Date: ....

I .... S/o, D/o, W/o .... , resident of .... do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued via notification no. 8(78)/2010-IPHW dated 10-02-2012, and the subsequent revision to the policy issued via notification no. 33(3)/2013-IPHW dated 23-12-2013.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India, for the purpose of assessing the Domestic Value Addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms, based on the assessment of an authority so nominated by the Department of Electronics Information Technology, Government of India for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the notification no. ...., wherein preference to domestically manufactured electronic products in government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost   and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

i. Name and details of the domestic manufacturer (Registered office, manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Electronic product for which the certificate has been produced
iv. Procuring agency to whom the certificate is furnished
v. Percentage of domestic value addition claimed
vi. Name and contact details of the unit of the manufacturer
vii. Sale price of the product
viii. Ex-factory price of the product
ix. Freight, insurance and handling
x. Total bill of material
xi. List and total cost value of inputs used for manufacture of the electronic product.
xii. List and total cost of inputs which are domestically sourced. Please attach certificate from suppliers if the input is not in-house.
xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of .... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.

ANNEXURE 9 : TECHNICAL BID PROFORMA TEMPLATE

The bidder may quote products meeting the item description mentioned along with required specifications in the given format. A detailed technical specification in the form of data sheet needs to be attached for each quoted product with this bid.

S. No	Base Product (Master Product)			
	Base Product Name	Base Product Part Code	Compliance (Yes/No)	Remarks
	Forensic Tools (Hardware)			
1	**FRED Server** (Forensic Recovery Evidence Device)			
1.1	Intel® Core™ i7-5820K CPU (Hex Core Processor), 3.7 GHz, 10MB Intel® Smart Cache, 5GT/s DMI			
1.2	32 GB PC3-17000 DDR4 2133 MHz Memory			
1.3	1x256 GB Solid state SATA III drive – OS drive			
1.4	1x128 GB Solid State SATA III drive – Temp/Cache/DB Drive			
1.5	1 x 2.0 TB 7200 RPM SATA III Hard Drive –Data drive installed in Hotswap Bay1			
1.6	i7 motherboard with IntelX99 Express chipset			
1.7	22" WideScreen LCD Monitor with Built-in Speaker			
1.8	Nvidia GTX 750Ti 2GB 128 bit DDR5 PCI-Express Video Card with 1 VGA (D-Dub), 1 mini HDMI, and 2 DVI ports - supports upto 4 displays			
1.9	7 PCI Express 3.0(x16) Slots			
1.10	8-Channel High Definition Audio CODEC			
1.11	1 port ASmedia express controller (or 2 x SATA 6.0 Gb/s ports)			
1.12	1 port Intel SATA Express Controller (or 2 x SATA 6.0 Gb/s ports)			
1.13	8 ports Intel 6.0 Gb/s Serial ATA (SATA) Controller			
1.14	16 USB 3.0/2.0 ports - 13 Back Mounted, 3 Front Mounted			
1.15	1 Write Blocked USB 3.0/2.0 port - Front Mounted			
1.16	1 FireWire IEEE 1394a (400 MB/s) ports - 1 Back Mounted			
1.17	2 FireWire IEEE 1394b (800 MB/s) ports – 1 Back Mounted, 1 Front Mounted(Write Blocked)			
1.18	2 x Shock Mounted SATA Removable Hard Drive Bays (IDE Capable)			
1.19	4 x HotSwap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays			
1.20	BD-R/BD-RE/DVD ± RW/CD ± RW Blu-ray Burner Dual-Layer Combo Drive			
1.21	Extendable/Retractable Imaging Workshelf with integrated ventilation			
1.22	103 key Microsoft Keyboard and Mouse Combo - Wireless			
1.23	Windows 8.1 Professional (64 bit) Also includes: DOS (Win98 Standalone), SUSE Professional Linux (64 bit)			
1.24	Single RAID Chassis Option			
1.25	12 Channel PCIe 6 Gb/s SAS/SATA RAID Controller			
1.26	Qty 1 - RAID Chassis with 5 removable drive bays			
1.27	2 TB 7200 RPM SATA III Hard Drive Set (Set of 5 Drives)			
1.28	Hardware Write Blocking (UltraBay 3D Hardware Write- Blocker) SAS, SATA, IDE, USB 3.0/2.0, FireWire I394b, SCSI			
1.29	Forensic Media Card Reader - Read-Only and Read/Write switchable			
1.30	System restores media			
1.31	Tool box : Adapters and Cables: Cables and adapters to image and process internal/external drives including SAS, SATA, IDE, microSATA, SATA LIF, MacBook Air Blade Type SSDs, mini/micro SSD cards, 1.8 inch IDE (iPod) and 2.5 inch IDE(laptop).Digital Camera, Security Screwdriver Set and OEM documents. System Keys: For removable hard drive bays and front case bezel.			
1.32	Other S/W : Symantec Ghost, DVD/CD authoring s/w, Original OEM S/W / H/W installation manuals, Drivespy/ Image, PDwipe, PD Block, PART.			

2	**ULTRAKIT III (Tableau Devices)**			
2.1.	Portable kit for acquiring a forensic image of any storage device/derive			
2.2.	With built in or add-on write compatible blockers/bridges			
2.3.	Transfer the forensically sound image to any other compatible storage device/drive (On Laptop or PC, internal or External media)			
2.4.	Blockers/Bridges should support: eSATA IDE / SATA, SCSI, USB, Forensic Card Reader, FireWire With Power Supply and Cables, Forensic Duplicator With Power Supply and Cables, Forensic Duplicator 2 With Power Supply and Cables			
2.5.	Power Supplies: Two UltraBlock Power Supplies, Two 220V AC Power Supply Cords, Two Molex M/M Drive Power Cables, One SATA Drive Power Cable			
2.6.	Drive Interface Cables: One 8" IDE Interface Cable, One 2" IDE Interface Cable, One SATA Interface Cable, One SCSI-3 Interface Cable, One 1.8" Hard Drive Adapter, One 2.5" Hard Drive Adapter, One ZIF Hard Drive Adapter, One Micro SATA Adapter, Computer Interface Cables/Adapters One eSATA to eSATA Cable, Two USB A to Mini 5 pin Cables, One FireWire A (6 pin - 6 pin) Cable, Two FireWire B (9 pin - 9 pin) Cables, One FireWire A (4 pin - 9 pin) Adapter,One FireWire A (6 pin - 9 pin) Adapter			
2.7.	Carrying Case: Watertight / Airtight, High Impact, Custom Foam			
3	**UFED TOUCH Ultimate**			
3.1.	UFED Touch Device, UFED Solid Protector Case			
3.2.	SIM ID, Micro SIM ID, Nano SIM ID Cloning Cards			
3.3.	Car Power Adaptor,UFED to PC Cable,Phone Power Up Cable			
3.4.	USB Flash Drive - 8 GB			
3.5.	Micro SIM Adapter,Multi SIM Card Adapter			
3.6.	Current 5V To 6V Adapter			
3.7.	UFED Phone Charger			
3.8.	Ruggedized Carrying Case			
3.9.	UFED Forensic Memory Card Reader			
3.10.	Faraday Bag			
4	**RF Isolation Box**			
4.1.	Should be able to shield mobile/cell phones, GPS, netbooks/tablet, Bluetooth devices, laptops etc. from cellular, Wi-Fi, Bluetooth and radio signals.			
4.2.	Wireless bag (of External Dimension 15" x 8.6" and effective internal Dimension 11" x7.8" minimum)			
4.3.	Able to preview the device inside of the bag			
4.4.	Should be able to keep unwanted cellular, Wi-Fi, Bluetooth and radio signals out from the reach of seized mobile phones and other devices			
4.5.	Should comprise of a special weaved material made of nickel, copper and silver plated nylon woven fabric			
	Devices			
5	**Mobile Devices**			
5.1	**Android Phone (Samsung Galaxy S6)** (Including SIM card)			
	5.1.1	Processor : Quad-core 1.5 GHz Cortex-A53 & Quad-core 2.1 GHz Cortex-A57 Exynos 7420		
	5.1.2	Memory & storage: 3 GB RAM, 64GB Storage		
	5.1.3	Connectivity: 4G, 3G, Wifi, Bluetooth, GPS		
	5.1.4	Camera: 16MP Primary 2988 x 5312 pixels, optical image stabilization, 5 MP Second		
	5.1.5	Display:5.1 inch Touch-screen with Corning Gorilla Glass 4		
	5.1.6	OS: Android version 5.0 Lollypop or Latest		
5.2	**Android Phone (HTC One M9)** (Including SIM card)			
	5.2.1	Processor: Quad-core 1.5 GHz Cortex-A53 & Quad-core 2 GHz Cortex-A57 Qualcomm MSM8994 Snapdragon 810		
	5.2.2	Memory and storage: 3 GB RAM , 32 GB Storage Expandable Storage Capacity of 128 GB		

	5.2.3	Connectivity: GSM, UMTS, FDD/TDD LTE			
	5.2.4	Camera: 20 MP Primary, 4 MP Secondary Camera			
	5.2.5	Display: 5.0 inch Touch-screen			
	5.2.6	OS : Android (5.1, 5.0)			
5.3	**Apple iPhone i6** (Including SIM card)				
	5.3.1	Processor : Dual Core 1.4 GHz + A8 Chip 64-bit Architecture & M8 Motion Co-processor,			
	5.3.2	Memory and storage: 1GB RAM, 64 GB storage			
	5.3.3	Connectivity: Bluetooth, Wi-Fi , 3G ,4G			
	5.3.4	Camera: 8 MP Primary, 1.2 MP Secondary Camera			
	5.3.5	Display: 4.7 inch Touch-screen			
	5.3.6	OS: iOS 9 or Latest			
5.4	**Apple iPad iPad Air 2 (Wi Fi+Cellular)** (Including SIM card)				
	5.4.1	A8X chip with 64-bit architecture and M8 motion coprocessor			
	5.4.2	Memory and storage : 128 GB			
	5.4.3	Connectivity: Wi‑Fi (802.11a/b/g/n/ac); dual channel (2.4GHz and 5GHz)/MIMO Bluetooth 4.0 technology/GSM/EDGE CDMA EV-DO Rev. A and Rev. B UMTS/HSPA/HSPA+/DC‑HSDPA/LTE4			
	5.4.4	Camera 8MP/1.2MP (Back/Front)			
	5.4.5	Display : 9.7-inch (diagonal) LED‑backlit Multi‑Touch display with IPS technology			
	5.4.6	OS: iOS 9 or Latest			
	5.4.7	Other: Retina display, Fingerprint-resistant oleophobic coating, Fully laminated display			
5.5	**Windows Phone (Microsoft Lumia 1520)** (Including SIM card)				
	5.5.1	Processor : 2.2 GHz Qualcomm Snapdragon 800 Quad Core			
	5.5.2	Memory and storage: 2 GB RAM , 32 GB Storage Expandable Storage Capacity of 64 GB			
	5.5.3	Connectivity: Bluetooth, Wi-Fi , 3G ,4G			
	5.5.4	Camera: 20 MP Primary, 1.2 MP Secondary Camera			
	5.5.5	Display: 6.0 inch Touch-screen			
	5.5.6	Windows Phone 8.1 OS			
	5.5.7	Others : Dual Stand by Sim (GSM + WCDMA), FM Radio			
5.6	**Google Nexus 6** (Including SIM card)				
	5.6.1	Processor Quad core, 2700 MHz, Krait 450 Qualcomm Snapdragon 805			
	5.6.2	Memory and storage: 3 GB RAM, 64GB Storage Expandable Storage Capacity of 64 GB			
	5.6.3	Connectivity: Bluetooth, Wi-Fi , 3G ,4G			
	5.6.4	Camera: 13MP Primary, 2MP Secondary Camera			
	5.6.5	Display: 5.9 inches, 1440 x 2560 pixels Touch-screen			
	5.6.6	OS: Android version (5.1, 5.0)			
Systems and Accessories					
6	**Server (VME Host/ Virtualization Server)**				
6.1	Processor: Intel® Xeon® Processor E7-8800 v2				
6.2	Sockets:4,Cache:2.5MB per core, core options: 12 or above				
6.3	8 x 2.5" SAS SSD, SAS HDD (15K, 10K)				
6.4	Chipset: Intel C602, 1TB Memory extendable Up to 3TB (48 DIMM slots) , 4GB/8GB/16GB/32GB/64GB DDR3 up to 1866MT/s				
6.5	Hard Disk Drive : 6 x 1TB SAS HDD with built-in RAID 0,1,5 controller				

6.6	Embedded NICs quad-port 1Gb NDC			
6.7	Dual port 10 GB interface card			
6.8	8MB or Higher Graphics video card			
6.9	Optical Drive: SuperMulti DVD RW Drive			
7	**Laptop System Macbook Pro (Macintosh)**			
7.1.	Native resolution: 2560x1600 pixels (Retina)			
7.2.	Scaled resolutions: 1680x1050, 1440x900 and 1024x640 pixels			
7.3.	Processor: 2.8GHz dual-core Intel Core i5 processor (Turbo Boost up to 3.3GHz) with 3MB shared L3 cache			
7.4.	Memory: 8GB of 1600MHz DDR3L onboard memory			
7.5.	Storage: 512 GB			
7.6.	Operating System: OS X Yosemite			
8	**Laptop System (Intel Linux)**			
8.1	Processor: Core i7 processor, 2 GHz with Turbo Boost 2.0 Upto 3.1 Ghz, 4MB Cache			
8.2	Memory: 8GB DDR3L onboard memory, 2 GB Graphics, 1TB HDD			
8.3	Display : 14 inch min, WXGA			
8.4	Optical Drive: SuperMulti DVD RW Drive			
8.5	Operating System : Ubuntu			
9	**Laptop System (Intel Windows)**			
9.1	Processor: Core i7 processor, 2 GHz with Turbo Boost 2.0 Upto 3.1 Ghz, 4MB Cache			
9.2	Memory: 8GB DDR3L onboard memory, 2 GB Graphics, 1TB HDD			
9.3	Display : 14 inch min, WXGA			
9.4	Optical Drive: SuperMulti DVD RW Drive			
9.5	Operating System : Windows 10			
10	**Router Wireless**			
10.1	Band: 802.11n (2.4GHz, 5GHz); 802.11 ac (5GHz)			
10.2	Gigabit Ethernet Ports : Minimum 4			
10.3	Secure WiFi connections: Wireless security with WPA/WPA2			
10.4	Ethernet cable, Power adapter and Quick install guide.			
11	**Network Switch**			
11.1	24 x 10/100/1000 Ethernet Ports Ethernet Ports			
11.2	Layer 3/Layer 2 switching			
11.3	Supports DHCP, IGMP, RSTP, PAgP, DAI, PVST+			
11.4	VLAN support, auto-uplink (auto MDI/MDI-X)			
11.5	Syslog support, traffic shaping, Broadcast Storm Control, High Availability, Multicast Storm Control, Unicast Storm Control			
11.6	Access Control List (ACL) support, Quality of Service (QoS), Jumbo Frames support, MLD snooping			
12	**LaserJet colour printer**			
12.1	Speed: Up to 31 ppm (Letter) black; Up to 31 ppm (Letter) color			
12.2	Resolution: 1200 x 1200 dpi black,1200 x 1200 dpi (Best) color			
12.3	Scan Resolution: 600 x 600 dpi hardware, Up to 600 dpi Optical			
13	**USB hard Disk: 2 TB** Ultra-fast data transfers with USB 3.0 interface Password protection and hardware encryption			
14	**Pendrive** Write Protection Option Storage: 32 GB USB 3.0			
15	**Data Card (including SIM):** Connectivity : 4G & Wifi Supported			
Forensic Tools (Software)				
16	**FTK forensics tool kit with visualize**			
16.1	Built in module to Create forensic images of suspected storage device in DD,EO1, SMART & AFF format with authentication with MD5 and SHA1 hash.			

16.2	Built in module to 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.				
16.3	Built in module to **Recover passwords** (Password recovery Tool) from 100+ applications like MS Office up to version 2010, Adobe PDF, Financial Accounting software Tally, Win Zip, Stegnos, Stool etc.				
16.4	Support for distributed password recovery by harness idle CPUs across the network to decrypt files and perform robust dictionary attacks, Should have facility for generating biographical dictionary for password attack.				
16.5	Known File Filter hash library with a minimum of 45 million hashes.				
16.6	Allows user to create physical drive from image				
16.7	Allows distributed processing via distributed engines.				
16.8	Supports Wizard-driven processing to ensure no data is missed.				
16.9	Allows user to Cancel/Pause/Resume processing, with real-time processing status and supports email notification upon processing completion				
16.10	Advanced data carving engine which allows examiner to carve allocated and unallocated data on based on File size, File Type, pixel size (Images)should have over 50 custom data carvers for windows, MAC, Linux and Internet artifacts.				
16.11	Supports analysis of RAM dump and displays all running processes including those hidden by RootKits, Display associated DLLs, Network sockets, Support 32 & 64 bit windows machines				
16.12	Broad file system, compound file and email support.				
16.13	Support email analysis of various email clients like Notes NSF, Outlook PST/OST, Exchange EDB, Outlook Express DBX, Eudora, EML (Microsoft Internet Mail), Earthlink, Thunderbird, Quickmail, Netscape, AOL, RFC 833				
16.14	Supports analysis of encrypted images with popular encryption technologies, such as Credant, SafeBoot, Utimaco, EFS, PGP and Guardian Edge with known passwords.				
16.15	Comprehensive support for Mac Process B-Trees attributes for metadata, PLIST support, SQLite database support, Apple DMG and DD_DMG disk image support, Crack Sparse Images or Sparse Bundles, JSON file support				
16.16	Supports detailed reporting in native format, HTML, PDF, XML,RTF, and more - with links back to the original evidence				
17	**Passware Kit forensics**				
17.1	Recovers passwords for 200+ files types and decrypts hard disks providing an all in one user interface				
17.2	Mobile forensics : recover passwords for iTunes and android backups, android physical images ,extracts windows phones data, as well as acquires iOS backups or photo streams for iOS devices from iCloud				
17.3	64-bit version and Supports batch file processing				
17.4	Scans computers and network for password protected files and encrypted hard disk images(Encryption analyzer professional included)				
17.5	Acquires memory images of the seized computers(Firewire memory image included)				
17.6	Recovers Mac User login passwords and FileVault2 keys from computer memory				
17.7	Supports Distributed and cloud computing password recovery on both windows and Linux platforms				
17.8	Runs from a USB thumb drive and recovers passwords without installation on a target PC (Portable version included)				
18	**Encase Forensic**				
18.1.	Support a Gallery view option to quickly reveal all photographs and graphics files stored on hard drives and other media.				
18.2.	Supports Timeline view option to provide an easily adjustable, graphical calendar like display for file activity of particular interest				

18.3.	Full Unicode support to allow users to search text and fonts from any foreign country, and in any language.			
18.4.	Supports acquisition Restart facility: continue a windows-based acquisition from its point of interruption.			
18.5.	Recovers data from unallocated clusters ,lost clusters, File/partition/disk/MBR slack, swap files			
18.6.	Inbuilt LinEn utility to acquire evidence via boot disk			
18.7.	Inbuilt WinEn utility to acquire RAM evidence			
18.8.	Supports Image verification by cyclical redundancy checksum (CRC) and MD5			
18.9.	Inbuilt support for writing scripts & should contain pre-built scripts			
18.10.	Supports more than 150 Filters and Conditions			
18.11.	Supports combining filters to create complex queries using simple "OR" or "AND" logic			
18.12.	Inbuilt Active Directory Information Extractor			
18.13.	Support for automatically rebuild the structure of formatted NTFS and FAT volumes.			
18.14.	Support for Recovery of deleted files/folders			
18.15.	Inbuilt windows event log parser			
18.16.	Inbuilt Link file parser to search in unallocated space			
18.17.	Inbuilt support for Compound document and file analysis			
18.18.	Supports file Signature analysis			
18.19.	Native viewing support for ~400 file formats			
18.20.	Built-in Registry Viewer			
19	**Encase Portable**			
19.1.	Supports collection of Live computer data with minimum use of hardware and software tool			
19.2.	Integrated with proven EnCase software			
19.3.	Supports search and collection capabilities of EnCase®, delivered on a USB drive.			
19.4.	Supports Stealth - Search and collection without leaving a trace on the target machine			
19.5.	Supports forensically Sound - Collected data storage in (E01, L01, Ex01, Lx01) court-vetted formats			
19.6.	Ability to search a targeted computer and automatically collect data, including documents, Internet history and artifacts, images, other digital evidence, and even entire hard drives.			
19.7.	Support for Plug in and collection data.			
19.8.	Live machine and boot operating modes			
19.9.	Customizable search and collection support.			
20	**Network Forensic Suite (NeSA)**			
20.1.	Loads pcap formatted dump files and rebuilds the TCP sessions			
20.2.	Built in Hex View, Thumbnail View, File View and Mail View facility			
20.3.	Regular expression based search capability			
20.4.	Time Zone can be changed for Time Zone based analysis			
20.5.	Extracts files from captured HTTP, FTP, SMTP and POP3 protocols data			
20.6.	F-filter for filtering TCP sessions as well as packets			
20.7.	Supports port customization based on application layer protocol			
21	Deep Freeze (latest version)			
Analysis tool				
22	Metasploit Pro (latest version)			
23	Nessus Pro (latest version)			
24	IdaPro 6.7 or latest version			
25	Ollydbg or latest version			
26	Burpsuite Commercial (latest version)			
27	Splunk pro (latest version)			
OS (Software)				
28	MS Windows Server (2012)			

29	MS Windows Server (2008 R2)			
30	MS Windows (version 8/8.1)			
31	MS Office (2013)			
32	MS Office (2010)			
33	Redhat Linux 5/6			
34	Adobe Acrobat reader latest version			
35	VMware Workstation 10 Type2 (windows)			
36	VMware Workstation 10 Type2 (Linux)			
37	**Antiviruses 32/64 bit**			
	35.1. Bit Defender			
	35.2. Kasperskey Internet Security			
	35.3. F-Secure Internet Security			
	35.4. G-Data Internet Security			
	35.5. Norton Internet Security			

(Signature & Stamp)
NAME:
DESIGNATION:
COMPANY

ANNEXURE 10 : FINANCIAL BID PROFORMA TEMPLATE

Name of the Bidder: \<Mention value here\>

Bidder's Billing Location: \<Mention value here\>

Contact Person in Relation to invoicing/billing -

Name	\<Mention value here\>
Phone	\<Mention value here\>
eMail	\<Mention value here\>

Note:
1. Prices in Financial Bid should be quoted in the following format in INR only.
2. All prices should be quoted for five-year warranty
3. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
4. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited

S. No	Item Description		Unit Cost (INR) (Including Excise and custom Duty)	Sales Tax/ VAT %	Any other tax (If any) %	AMC\ Support contract (Yearly)	Tax on AMC\Support contract (If any)%	Final Amount (INR) Column2+ (5*column5)
	(1)		(2)	(3)	(4)	(5)	(6)	(7)
1.	**FORENSIC HARDWARE**	QTY						
	FRED Server (Forensic Recovery Evidence Device)	1						
	ULTRAKIT III (Tableau Devices)	1						
	UFED TOUCH Ultimate (Ruggedizied Kit)	1						
	RF Isolation Box	1						
2.	**MOBILE DEVICES**	QTY						
	Android Phone (Samsung Galaxy S6) (Including SIM card)	1						
	Android Phone (HTC One M9) (Including SIM card)	1						
	Apple iPhone i6 (Including SIM card)	1						
	Apple iPad Air 2 (Wi Fi+Cellular)) (Including SIM card)	1						
	Windows Phone (Microsoft Lumia 1520) (Including SIM card)	1						
	Google Nexus 6 (Including SIM card)	1						
3.	**SYSTEMS AND ACCESSORIES**	QTY						
	Server (Lab Service)/ VME Host/ Virtualization Server	2						
	Laptop System Macbook Pro (Macintosh)	1						
	Laptop System (Intel Linux)	1						
	Laptop System (Intel Windows)	1						
	Network Switch	1						
	Router W/L	2						
	USB hard Disk	5						
	Data Card (including SIM)	3						
	Pendrive 32GB	10						
	Laserjet colour Printer	1						
4.	**FORENSIC SOFTWARE**	QTY						
	FTK forensics tool kit with visualizer	1						
	Passware Kit forensic	1						
	Encase Forensic	1						
	Encase Portable	1						
	Network Forensic Suite (NeSA)	1						
	Deep Freeze	2						

5.	ANALYSIS TOOLS	QTY						
	Metasploit Pro	1						
	Nessus Pro	1						
	IdaPro	1						
	Ollydbg	1						
	Burpsuite	5						
	Splunk pro	1						
6.	OS/APPLICATION SOFTWARE	QTY						
	MS Windows Server (2012)	1						
	MS Windows Server (2008 R2)	1						
	MS Windows (version 8)	1						
	MS Office (2013)	1						
	MS Office (2010)	1						
	Redhat Linux	1						
	Adobe Acrobat writer	1						
	VMware Workstation 10 Type2 (windows)	1						
	VMware Workstation 10 Type2 (Linux)	1						
7.	ANTIVIRUS SOLUTIONS	QTY						
	Bit Defender	1						
	Kasperskey Internet Security	1						
	F-Secure Internet Security	1						
	G-Data Internet Security	1						
	Norton Internet Security	1						
8.	MANPOWER	QTY						
8.1	Forensic and Intrusion Expert *(as per man month rate)*	1						
	Forensic Expert *(as per man month rate)*	1						
	Malware Expert *(as per man month rate)*	1						
	Incident Response and Malware Analyst *(as per man month rate)*	1						
8.2	Certified Trainer from OEM/Bidder (as per man days rate)	1						
	Total Amount							
9	**Grand Total Value**							
	GTV (in words) INR _____							

Note:
1. The above rates are inclusive of packing, forwarding, freight, insurance, warranty or any other charges for supply anywhere in India.
2. The above rates are inclusive of installation, configuration and the service support for the period of five **year.**
3. Entry Tax / Octroi will be reimbursed as per actual wherever applicable.

Authorized Signatory

Date: Name:

Place: **SEAL**