

**Tender No. NIELIT/CCU/Tech/40/12(P2-2)**  
**National Institute of Electronics and Information Technology(NIELIT)**  
**(An Autonomous Scientific Society under Department of Electronics and Information Technology(DeitY),**  
**Ministry of Communications and Information Technology,**  
**Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110003 )**

**TENDER DOCUMENT**  
for  
**Purchase of Software and Forensic Tool for**  
**Creation of Computer Forensic Investigation Facility at**  
**SFIO**

Price of this Tender Document: Rs. 1000/- Only by DD/PO (non-refundable).

Pre-bid Meeting Date & Time: 17<sup>th</sup> Feb'15, 11:30 AM

Tender Submission closing Date & Time: 27<sup>th</sup> Feb'15, 03:00 PM

Tender Opening Date & Time: 27<sup>th</sup> Feb'15, 3:30 PM

## **TENDER DOCUMENT**

NIELIT, invites Sealed Tenders on behalf of SFIO from the OEMs/Authorised Dealers/Channel Partners for Supply and Installation of Software and Forensic Tools as listed in Annexure 'A' for Computer Forensics Lab at Serious Fraud Investigation Office(SFIO), Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi. Detailed Technical Specifications of the items to be supplied is given in Annexure 'B'. Following instructions should be carefully noted and followed by the bidders:

### **GENERAL TERMS & CONDITIONS**

1. Software Version must be clearly stated by the bidder in both the bids – technical and commercial.
2. The licenses for any Software/Forensic Tools should be procured by the qualified bidder in name of Serious Fraud Investigation Office(SFIO), Ministry of Corporate Affairs, Paryavaran Bhawan, CGO Complex, New Delhi) and relevant document(s) for the same is also required to be delivered to SFIO along with the media with installable software.
3. Only OEMs or authorized dealers/channel partners of OEMs can participate in the tender. The bidder has to submit a certificate of their authorized dealership/channel partnership issued from the OEM.
4. The software & forensic tools to be supplied should be supported by a Service / Support centre manned by the technical service / support engineers authorised by OEM in Delhi/NCR.
5. The bidder will have to arrange / provide for all the testing equipment & tools required for successful installation, testing & acceptance, maintenance etc.
6. The Bidders should give clause-by-clause compliance for the detailed technical specification of the equipments /Tools in their technical bids as per Annexure 'B' as well as Annexure 'C' (Compliance Sheet). Compliance of all the terms & conditions, as stated in the Tender document, should also be given. Non compliance of technical specification may be liable to rejection of the bid.
7. Deviation on lower side of specifications will not be considered. No deviations in terms & conditions of the tender document will be accepted in any case. Complete Technical literature for each of the quoted item from OEM along with make, model number, specifications/version, product brochures of the systems / software / equipment highlighting the special features of their offer should be supplied by the bidder along with the quotation / technical bid.
8. A certificate on company letterhead of the vendor submitting the bids, stating that the bidder hasn't been **blacklisted** by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last three years, with company stamp and signed by authorized signatory should also be submitted.
9. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and providing maintenance support service after the sales of the equipment in India.

10. The Bidder will deploy their own manpower for the installation / integration of the equipment and should not be outsourced to any third party.

11. For a bidder, who has submitted the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender. A **statement specifying that the quotations are strictly as per the terms and conditions of the tender**, should be enclosed with the bids. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has submitted conditional bids, the bid will be summarily rejected.

12. Bids should be valid for a minimum period of 180 days from the closing date of the submission of bids. In case of untoward delay, if any, tenderers may be requested by NIELIT to submit their willingness in writing to extend the validity of the bids for the requested period.

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

14. **Pre-bid Meeting:** NIELIT shall hold a pre-bid meeting with the prospective bidders on 17th Feb'15 at 11:30 A.M in the NIELIT Conference Room. Queries received, from the bidders, two days prior to the pre bid meeting shall be addressed. The queries can be sent to NIELIT through FAX to 011-24363335 or email to **shameem@nielit.gov.in**

15. Quotations should be submitted in two separate covers. First cover, marked "TECHNICAL BID", should consist of the technical specifications as per the annexure 'B', 'C' and 'D' of the items offered along with the supporting literature, brochures, drawings, names of the supplier / manufacturer, standard warranty period as offered by OEM and commercial terms, etc. Tender Fee & Earnest Money Deposit (EMD) should also be submitted in this cover.

Second cover, marked "FINANCIAL BID", should consist of the competitive rates quoted by the bidder as per Financial Bid Format at **Annexure 'E'** and the quotes should be in Indian Rupees only. Both the covers should first be sealed separately, and then these should be kept in a single sealed bigger cover. This cover should be submitted before the closing date and time of tender bids submission at the address given below:

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

16. The cover for the bids should bear the following inscription:

"Quotation for Purchase of Software/Forensic Tool for Computer Forensic Investigation Facility at SFIO".

Tender No.. NIELIT/CCU/Tech/40/12(P2-2)

Closing Date & Time for Submission of Bids: 27<sup>th</sup> Feb'15 at 03:00 P.M.”

17. L1 shall be evaluated on total amount inclusive of taxes as mentioned in the Financial Bid Format.

18. The Bids must be submitted on or before the due date, i.e.27<sup>th</sup> Feb'15 by 03:00 P.M. Bids, received after the due date & time are liable to be rejected. In the unlikely event of our office closed on the closing date of the tender due to being a holiday or declared Holiday for Central Government offices, the closing date for submission of the bids will be on the following working day at the same time & venue. 'Technical Bid' covers of all the Bids received by the closing time will be opened on the same day, i.e. on 27<sup>th</sup> Feb'15 at 03:30 P.M. Parties participating in the bid are requested to be present during the opening of bids.

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

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

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

22. Incomplete quotations such as not in prescribed format or without EMD etc. are liable to be rejected.

23. All the pages and writeup/documents forwarded with the quotation should be sequentially numbered (in x/y format where x stands for page number and y stands for total pages in the document) and shall be signed by authorised signatory with organisation's rubber stamp.

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

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

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

27. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Any taxes such as Sales Tax, VAT, Service Tax, etc. should be mentioned separately under column 5 of Annexure-E in the Financial Bid. However quote should be inclusive of Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises, SFIO (Serious Fraud Investigation office) Ministry of Corporate

Affairs, 2<sup>nd</sup> Floor, Paryavaran Bhawan, CGO Complex, New Delhi). All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided in Annexure 'E'.

## **28. SUPPLY**

(a) All the items will be supplied at SFIO(Serious Fraud Investigation office) Ministry of corporate Affairs, 2<sup>nd</sup> Floor, Paryavaran Bhawan, CGO Complex, New Delhi) for inspection and installation by bidder. All the expenses involved in shipping the equipment to the SFIO will be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. NIELIT will have the right to reject the software/forensics tools supplied, if it does not comply with the specifications at any point of installation/inspections.

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

(c) All the Software should be latest version as released by OEM

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

**30. EARNEST MONEY DEPOSIT (EMD):** The bid must be accompanied by an Earnest Money Deposit of Rs.25000/-, as stated in **Annexure 'D'** in the form of a Demand Draft drawn on any Indian Nationalized Bank in favour of NIELIT New Delhi. EMD should be valid for a minimum period of 120 days from the closing date (original) of the tender. Quotations received without EMD are liable to be rejected.

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

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

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

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

higher than the original bids; otherwise the bid will be rejected & EMD will be forfeited of such defaulting bidders.

### **32. EVALUATION CRITERIA**

L1 shall be evaluated on Grand Total of col 6 of Annexure-E as mentioned in the Financial Bid Format.

### **33. ONSITE WARRANTY SUPPORT**

- I. The bidder shall provide warranty support for one year. During warranty period, all driver software up gradation, installing patches and services shall also be provided at no extra cost. The vendor should fulfill the following conditions during warranty period:
- II. Any failure in the system/ software should be rectified within maximum period of 60 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.
- III. Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed 15.0% of the software/ forensics tools value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

### **34. ON SITE TRAINING:**

Hands on Training of each software shall be provided by successful bidder to the official nominated by SFIO or NIELIT.

### **35. DELIVERY:**

All aspects of safe delivery shall be the exclusive responsibility of the Vendor. All the software/ tools should be latest version as released by OEM. At the destination Site, the cartons will be opened only in the presence of nominated Officer identified by Director, SFIO/MD, NIELIT and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for receipt in good condition.

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

Vendor must apply to the respective authority for issue of road permit /waybill in time.

Delays on account of getting relevant permits shall not make vendors' eligible for waiver of penalties.

Delivery Challan needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date etc on above delivery challan, a mail from concern user may be treated as delivery challan.

The Vendor should install all the items at specified site without any additional charge.

**36. LIQUIDATED DAMAGES:** If the supplier fails to either deliver any or all of the goods or do not complete the installation within the period as specified in the purchase order, NIELIT shall without any prejudice to its other remedies, deduct liquidated damage at the rate of one per cent (1%) of the order value for the delayed goods for every week or part thereof. The maximum penalty shall not exceed 10% of the value of the order.

### **37. PAYMENT**

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

(b) Bills for payment of 90% of the order value shall be processed for payment by NIELIT on receipt of the pre-receipted bill in triplicate after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the software/ forensics tools and the balance 10% payment would be released after expiry of the warranty period. 100% of the payment may also be released on receipt of pre-receipted bill in triplicate after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the equipment, if the firm submits the Bank Guarantee for Performance Security of the amount equivalent to 10% of the quoted price, which should be valid for the duration of the standard warranty period plus 60 days.

**38. PERFORMANCE SECURITY:** Successful bidders shall submit a Performance Security of 10% of the cost of the equipment within 15 days of the placement of purchase order. The Performance Security should be in the form of Bank Guarantee by any Indian Nationalized Bank. The Bank Guarantee should be valid for 60 days more than the duration of the warranty period. In case, supplier either fails to deliver the items within delivery period or do not provide satisfactory maintenance service during the warranty period, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the warranty period is over. No interest will be paid by NIELIT on the Performance Security.

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

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



**List of Items**

<b>S.NO</b>	<b>Description of the Items</b>	<b>Quantity</b>
1	Partition Recovery Software	04
2	SQL log analyzer + SQL Backup Recovery	01
3	Raid Recovery	01
4	Oracle Recovery	01
5	VMware Workstation	01

## Annexure 'B'

Sl. No.	Name of the software	Features of the software	Compliance (Y/N)
1	Partition Recovery Software	Able to do Drive Recovery	
		Able to do Lost Partition Recovery	
		Able to do Raw Recovery	
		Able to do Recover Photos and Multimedia Content	
		Able to do Optical Media Recovery	
		Able to do Recover Lost or Deleted Emails	
		Able to do Pre-Recovery Preview of Files	
		Able to do Compress Files before Recovery	
		Able to do System Startup Disc	
		Able to do Image Hard Disk	
		Able to do Hard Drive Cloning	
		<b>Supported File Systems:</b> EXFAT, NTFS5, NTFS, FAT32, FAT16, FAT12	
		<b>Supported Storage Devices:</b> 7-Data Partition Recovery supports a wide range of storage devices including: DE HDD, SATA HDD, SCSI HDD, FireWire HDD, SSD, USB HDD, External HDD, Hardware RAID, Floppy drive, USB flash drive, Compact flash card, Secure Digital card, Memory card/Memory stick, Micro card, Zip drive, iPod, Other storage devices.	
		<b>Supported Operating Systems:</b> Windows 8, Windows 7, Windows Vista, Windows XP, Windows Server 2008, Windows Server 2003.	
<b>Supported Disk Brand:</b> 7-Data Partition Recovery supports a wide range of disk manufacturers including: Digital (My Passport, My Book, Elements); Seagate (FreeAgent, GoFlex, Expansion, Satellite, Replica); HP (Pocket Media, SimpleSave); IoSafe, Silicon Power, Transcend, Kingston, Imation, Fujitsu, Quantum, Samsung.			
<b>Supported Card Brand:</b> SanDisk, Kingston, KingMax, Sony, Lexar, PNY, PQI, Toshiba, Panasonic, FujiFilm, Samsung, Canon, Qmemory, Transcend, Apacer, PRETEC, HITACHI, Olympus, SimpleTech, Viking,			

Sl. No.	Name of the software	Features of the software	Compliance (Y/N)
		OCZ Flash Media, ATP, Delkin Devices, A-Data	
		<b>Supported File Search Parameter:</b> File Name, File Extension, File Mask, File Location, File Type, Date Modified, Date Created, Date Accessed, File Size, Case Sensitive.	
2	SQL log analyzer + SQL Backup Recovery	Should analyze all SQL Log Transaction	
		Able to do Quick SQL LDF Data Recovery	
		Able to do Add LDF & MDF File	
		Able to do Preview All SQL LDF (log) Transactions	
		Able to do 3 Options to Export SQL Log File	
		Able to do Export as SQL Server Database	
		Able to do SQL Server Compatible SQL Scripts	
		Able to do Export Selective Tables	
		Able to do Option to Sort Log File Elements	
		Able to do Recover MS SQL Database Backups	
		Able to recover corrupt MDF & NDF SQL server database & Export into SQL Server database	
		Able to do Restore All SQL Database Objects	
		Able to do Search for .BAK' Files in Selected older	
		Able to do Preview Database Objects after Scan	
		Experience Ease of Use	
		Enable or Disable Quick Access Toolbar	
		Should support and Compatibility with all operating systems and file systems	
3	Raid Recovery	RAID Recovery	
		Remote Data Recovery	
		Recovery from Virtual RAID Construction	

Sl. No.	Name of the software	Features of the software	Compliance (Y/N)
		Recovery from Media with Bad Sectors	
		Recovers Software and Hardware RAID	
		Drive Recovery	
		Raw Recovery in RAID 5	
		Optical Media Recovery	
		Automatic Detection of RAID Factor	
		Drive Status Check	
		Hard drives(internal and external)	
		Disk image files,	
		Disks from hardware and software RAIDs	
		Disks from most all NAS devices.	
4	Oracle Recovery	Selectively Recovers Oracle Database Components	
		Generates Log of Recovery Process	
		'Find Items' Option to Search Objects in a Large Database.	
		Recovers Queries of Database Components in a Text File	
		Previews Database Components before Recovery.	
		Oracle Database Objects & DBF File Recovery	
		Recovery of Selected Oracle Database	
		Recovers XML Content from Oracle Database	
		Support oracle MDF 7.3, 7.3.3, 8i, 9i, 10g, 11g database and backups	
		Recover database with auto space segmentation management	
		Saves recovered data as a SQL script	
		Database: recovers tables, fields, field data types, values	
		Backups: recover all objects, including views, triggers, stored procedures etc.	
		Recovery Reports feature	
		Big Database files support	
		Easy to use, no special user skill required	

Sl. No.	Name of the software	Features of the software	Compliance (Y/N)
5	VMware Workstation- Version 11	Run applications on multiple operating systems including Linux, Windows and more at the same time on the same PC without rebooting.	
		Evaluate and test new operating systems, applications and patches in an isolated environment	
		Demonstrate complex software applications on a single laptop in a repeatable manner	
		Consolidate multiple computers running web servers, database servers, etc on to a single machine	
		Build reference architecture for evaluation before deploying into production	

## Compliance Sheet

S.NO	Description of the Items	Quantity	Compliance of the specifications/ Configurations (YES/NO)
1	Partition Recovery Software	04	
2	SQL log analyzer + SQL Backup Recovery	01	
3	Raid Recovery	01	
4	Oracle Recovery	01	
5	VMware Workstation	01	

**Prefixed EMD**

**Category-1**

S.NO	Description of the Items	Quantity	EMD (In Rs.)
1	Partition Recovery Software	4	25000/-
2	SQL log analyzer + SQL Backup Recovery	1	
3	Raid Recovery	1	
4	Oracle Recovery	1	
5	VMware Workstation	1	

## Annexure 'E'

## Financial Bid Format

(1)	(2)	(3)	(4)	(5)	(6)	(7)
S.NO	Description of the Items	Quantity	Price Bids with 1 year comprehensive warranty in Rs. (A)	Taxes(if any) In Rs. (B)	Total Amount with Taxes in Rs. (C=A+B)	Price bids for 2 <sup>nd</sup> year warranty support in Rs.
1	Partition Recovery Software	4				
2	SQL log analyzer + SQL Backup Recovery	1				
3	Raid Recovery	1				
4	Oracle Recovery	1				
5	VMware Workstation	1				

L1 will be evaluated on the grand total of the value quoted in column 6.