

**PRE BID CLARIFICATIONS**

**FOR**

**REQUEST FOR PROPOSAL**

**FOR**

**Supply, Installation, Commissioning & Project  
Management of Cyber Crime Investigation  
Laboratory for Haryana Police**

### Amendments in various clauses of the RFP

1. Clause no. 2.5

The following be also read alongwith the said clause.

*“Haryana police if so desire can extend the said warranty for another three years making it a total of five years warranty on pro rata basis.*

*The AMC under this project shall be of two years with an option for 3rd year as well.*

*As such, the bidders are required to give their rates for AMC for each year after the expiry of the warranty period of two years as well as warranty period of five years. ”*

2. Clause no. 5.18 has been replaced as under:-

*Right to negotiate*

*The negotiation shall be carried out with the technically qualified lowest bidder by the HARTRON and Haryana police Jointly / any other competent authority / High power purchase committee of the Haryana Govt. as per the procedures/policy of the Haryana Govt. prevailing at that point of time.*

*The Hartron and Haryana police reserve the right to chose part or whole of the technically acceptably bids at individual costs quoted in the commercial bids.*

3. Clause no. 9.4 Delivery period / Milestones

Sr. No.	Milestone	Duration
2.	Acceptance test of the system	Within eight months from date of award of contract

4. Appendix (Format of performance bank guarantee)

*The following are added in format of performance bank guarantee in the RFP.*

*6. Our liability under this bank guarantee shall not exceed Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).*

*7. This bank guarantee shall be valid upto -----*

#### 5. General Clarifications:-

- Sufficient training needs to be provided to the user group. Accordingly, the training period and contents will be decided in consultation with the Haryana Police to enable the users to effectively use the tools. Number of trainees will be approximately 22. Training space will be provided by Haryana Police.
- International Association of computer Investigation Specialist (IASCIS) certified Forensic Computer Examiner Training in the United States of America:- The number of trainees will be minimum four, to be nominated by Haryana Police
- Two cyber forensic experts as mentioned in the RFP are required on full time basis.
- UPS of sufficient capacity will be provided by the bidder.
- EMD to be deposited in accordance to the conditions specified in the RFP.

Other terms & conditions are as per RFP no. Hartron/Proj/ Cyber Crime Investigation Laboratory /2010-11/07.

These amendments/clarifications shall now become the integral part of the RFP.

## Clarifications to the queries raised during the pre bid conference held on 26.03.10

Sr. No.	Page. No.	Clause No.	Clause details	Comments	Remarks
TCS					
01	6	-	EMD - Rs.2.00 lacs in the form of Demand Draft in favour of Haryana State Electronics Development Corporation Ltd.", payable at Chandigarh from a scheduled bank.	Request if EMD can be submitted in the form of Bank Guarantee.	<i>EMD is to be submitted as per the RFP only.</i>
02	11	2.3.2	It is the responsibility of the bidder to provide user training and orientation on the supplied equipments and tools that should include hand on training sessions for the designated Cyber Crime Investigation Laboratory Staff.	How many people required to be trained and for what period. Assuming Training space would be provided by Client.	Sufficient training needs to be provided to the user group. Accordingly, the training period and contents will be decided in consultation with the Haryana Police to enable the users to effectively use the tools. Number of trainees will be approximately 22. Training space will be provided by Haryana Police.
03	12	2.3.2	IACIS Training	It is understood that we need to facilitate 2 Week training for four police officials which include Travel, Boarding, lodging, Course Fee and registration fee. It is not clear that what sort of staying arrangements are required to be etc. More specific details would be better for cost estimation.	Details may be seen at <a href="http://www.cops.org">www.cops.org</a> Number of trainees will be minimum four, to be nominated by Haryana Police.
04	32	6	No specific mention of consortium / partnership allowed.	Assuming consortium is allowed and prequalification fulfilled if any partner fulfills it.	<i>No consortium is allowed.</i>
05		4	No mention of UPS for Forensic Workstations.	Will Client provide the require back up solution (UPS and Gen Set) for work stations ?	UPS of sufficient capacity will be provided by the vendor.
06	21	4.2.6	Cellibrite UFED Physical Pro	Product name is mentioned here,	Cell Phone forensic tools have distinct

				comparable products are available complying to the requirements. Product name should be removed as in case of other items.	capabilities. No single tool covers all makes and models. Hence, Cellebrite Physical Pro and Data Pilot Secure View are proposed to be purchased. There will be no change in the requirements.
07	38	8.3	Warranty Provisions	<p>Warrant provisions are without standard exceptions and exclusion -need to be added to it- as under</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the HARTRON. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by the Bidder and operation of the deliverables on incompatible hardware not recommended by the Bidder ; (ii) any change, not made by the Bidder , to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the HARTRON without the written permission of the Bidder .</p> <p>In case of breach of this warranty, the HARTRON's exclusive remedy will be to obtain (1) the re-performance of the</p>	<i>Warranty shall be as per the RFP.</i>

				<p>Service or the correction or replacement of any Service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the HARTRON if already paid by the HARTRON.</p> <p>THE WARRANTIES PROVIDED HEREIN ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED.</p>	
08	39	85. and 8.6	<p>8.5 Proprietary rights The bidder/supplier shall indemnify the HARTRON as well as Haryana Police against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, software piracy arising from use of the goods or any part thereof.</p> <p>8.6 Patent rights The Bidder shall indemnify the HARTRON as well as Haryana Police against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights</p>	<p>Both clause deals with IPR Indemnity and both shall be subject to standard exceptions - which need to be added to it-as under.</p> <p>(a) PROVIDED HOWEVER (i) HARTRON notifies Bidder in writing within twenty four hours of the claim, (ii) Bidder has sole control of the defense and all related settlement negotiations, (iii) HARTRON provides Bidder with the assistance, information, and authority reasonably necessary to perform the above, and (iv) the HARTRON does not make any statements, admissions or public remarks with respect to the claim without obtaining the prior written consent of Bidder .</p> <p>(b) The Bidder shall have no liability</p>	<i>As per the RFP.</i>

			<p>arising from the use of the Goods or any part thereof.</p>	<p>for any claim of infringement based on: (i) use of a superseded or altered release of some or all of the Deliverables including, but not limited to, HARTRON's failure to use corrections, fixes, or enhancements made available by the Bidder ; (ii) the combination, operation, or use of some or all of the Deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the Bidder if the infringement would have been avoided by not combining, operating, or using the Deliverables or the modification thereof; (iii) some or all of the Deliverables or the modification thereof, which is based on HARTRON's material, data or design; (iv) any change, not made by the Bidder , to some or all of the Deliverables or any modification thereof or (v) use of the Deliverables otherwise than for the purposes authorised hereunder.</p> <p>(c) If any of the Deliverables is held or is believed by the Bidder to infringe, the Bidder shall have the option, at its expense, to (i) modify the Deliverables so as to make it non-infringing, (ii) obtain</p>	
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				<p>for HARTRON a license to continue using the Deliverables, or (iii) terminate the license for the infringing part of the Deliverables and refund a pro rata portion of the fees paid for that portion of Deliverables. This clause provides for Bidder's entire liability and HARTRON's exclusive remedy for claims of infringement of intellectual property rights related to the Deliverables.</p> <p>(d) Each of the parties shall separately defend, indemnify and hold the each other harmless from and against any liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from breach of the provisions herein.</p>	
09	45	9.13	Acceptance Test Second last Para of this clause deals with acceptance procedure -need to add to it -	<p>Need to add to this Para</p> <p>"The system shall also be deemed to be accepted by HORTRON, if HORTRON does not come back with its deviations in mutually agreed period or starts using the system in live environment before issuing acceptance certificate."</p>	<i>Not accepted and shall be as the RFP.</i>
10	47	9.20	Termination of Contract	<p>Need to add following as sub-clause (iv)</p> <p>Similarly the bidder shall also have a right to terminate this contract by giving 30 days advance written notice , in event of breach of any terms and conditions of the contract by the HARTRON, provided the breach is not cured by HORTORN during</p>	<i>Not accepted and shall be as the RFP.</i>

				such notice period.	
11	----	----	<p>Need additional clauses:</p> <ol style="list-style-type: none"> <li>1. Limitation of Liability</li> <li>2. Intellectual Property Rights.</li> <li>3. Confidentiality</li> <li>4. Non solicitation</li> </ol>	<p><b>Limitation of Liability</b></p> <p>BIDDER shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a Deliverable under this Contract to the extent that such delay or failure has arisen as a result of any delay or failure by the HARTRON or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Contract and the applicable Statement of Work. In the event that BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the HARTRON, then BIDDER shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the HARTRON. Such failures or delays shall be brought to the notice the HARTRON and subject to mutual agreement with the HARTRON, then BIDDER shall take such actions as may be necessary to correct or remedy the failures or delays. BIDDER shall be entitled to invoice the HARTRON for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p>	<i>Not accepted</i>

				<p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>The total cumulative liability of either party arising from or relating to this Contract shall not exceed the total amount paid to BIDDER by the HARTRON under that applicable statement of work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</p> <p><b>Intellectual property rights:</b></p> <p>Intellectual Property Rights in deliverables specifically and exclusively developed under this Contract shall vest in HARTRON, subject to receipt of all monies due by the Bidder.</p> <p>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any the Contractor proprietary products or components thereof any development carried out by BIDDER thereto in the</p>	
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			<p>course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of BIDDER and the HARTRON shall not acquire any right title or interest of any nature therein except to the extent provided herein. BIDDER shall however grant in favour of the HARTRON the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder.</p> <p>Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Contractor's licensor and Purchaser shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p> <p><b>Confidentiality</b></p> <p>Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respect clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly</p>	
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				<p>necessary for the performance of the Assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the right to use information contained in the data</p> <p>a. if it is obtained from another source without restriction.</p>	
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				<p>b. is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>c. becomes generally known to the public without violation of this Proposal;</p> <p>d. independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</p> <p>e. required to be provided under any law, or process of law duly executed.</p> <p><b>Non-employment</b></p> <p>The HARTRON will neither offer to employ nor employ, directly or otherwise, any BIDDER employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.</p>	
12	69	Annexure	Performance Bank Guarantee - need to add a bank clause to it-	<p>Not withstanding any thing contained herein above</p> <p>Our liability under this bank guarantee shall not exceed Rs_____-/- (Rupees_____ only).</p> <p>This bank guarantee shall be valid upto -----</p>	<p><i>The following are added in format of performance bank guarantee attached at Appendix in the RFP.</i></p> <p><i>6. Our liability under this bank guarantee shall not exceed Rs_____-/- (Rupees_____ only).</i></p> <p><i>7. This bank guarantee</i></p>

				We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before - -----before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.	<i>shall be valid upto</i> -----
13	2.5	13	Equipment shall be supplied with two years warranty.	Warranty Extension is for 2+3 or 2+5 years. Assuming Warranty/AMC are same. Equipments will be supplied with 2 years	<i>The following be read alongwith the clause 2.5 of section 2 of the RFP. "Haryana police if so desire can extend the said warranty for another three years making it a total of five years warranty on pro rata basis. The AMC under this project shall be of two years with an option for 3rd year as well. As such, the bidders are required to give their rates for AMC for each year after the expiry of the warranty period of two years as well as warranty period of five years. "</i>
14	4		No mention of UPS for Forensic Workstations	Will Cline provide the require back up solution (UPS and Gen Set) for work stations?	Vendor will provide the UPS with sufficient back up.
15	4.2.6	21	Cellibrite UFED Physical Pro	Product name is mentioned here, comparable products such as eil DEK TEK are available, complying to the	Already clarified above.

				requirements. Product name should be removed as in case of other items	
16	9.4		Acceptance test	It shall be within 8 months of award of contract.	<i>The said clause at sr. no. 2 under clause no. 9.4 may be read as:-"Acceptance test of the system - within eight months from the date of award of contract.</i>
<b>Foundation Futuristic Technologies (P)Ltd</b>					
17				Does two cyber forensic expert has to be permanently stationed at cyber crime lab or they will be visiting experts monthly.	These personnel will be required on full time basis.
18				The fabrication work like AC/Electrical fitting/furniture has to be done by bidder.	Yes.
<b>Samax Broadband Pvt Ltd</b>					
19				As per the RFP requirement no.06 i.e. Cell Phone Forensic suites (Cellibrite UFED Physical Pro and data Pilot Secure view) is the requirement asked for a particular named product. Wherein, there are other equivalents or higher featured products available in the industry to fit the requirement. Hence we request you to kindly, the name Cellbrite UFED Physical Pro may be removed from the RFP	Already clarified above.
20				We have been working in the industry for last 2 years and had served most of the law enforcement agencies across the country with our value added products & service. Hence, we request you to kindly amend requirement of the credentials as required and mentioned in the qualifying criteria as per the RFP document from three financial years to two financial	<i>No change</i>

				years. This will enable us to directly bid the tender.	
21				We also request you to kindly bring down the turn over requirement as per the RFP from 2 crores to 1 crore, this will enable us to directly bid the tender. And take the accountability of the project rather establishing consortium with the other company just to qualify the RFP Requirement.	<i>No change</i>
22				There is a requirement of training as per the RFP which is IACIS certified. The provisions for the international Association of computer Investigation Specialist (IASCIS) certified Forensic Computer Examiner Training in the United States of America is the training directly conducted by IACIS for law Enforcement Personnel and none of the vendor in the industry have any excess or contribution to it. Hence, this particular requirement in the scope of work cannot be the part of the tenderer.	CFCE training by IACIS is open to all law enforcement officers from any country (see <a href="http://www.cops.org">www.cops.org</a> ). The vendor will only foot the bill including registration, boarding & lodging and travel for the training.