

REQUEST FOR PROPOSAL

FOR

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



RFP no. Hartron/Proj/ Cyber Crime Investigation Laboratory/2010-11/07

Dated: _____

Haryana State Electronics Development Corporation Limited

S.C.O. 111-113, Sector 17-B, Chandigarh – 160017 (India)

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Important Information

<p>Non-refundable RFP Cost</p>	<p>Rs.5000/- through demand draft/bankers pay order from a scheduled bank, drawn in favour of "Haryana State Electronics Development Corporation Ltd.", payable at Chandigarh.</p>
<p>Sale of RFP document</p>	<p>9.00 to 5.00 pm on all working days starting from 23.06.10 till 12.07.10</p> <p>The RFP can be downloaded from Hartron Web site i.e. www.hartron.org for information purpose only. However bidders are required to purchase the document to enable them to make eligible for submitting the bid.</p>
<p>EMD</p>	<p>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.</p>
<p>Pre bid conference</p>	<p>At 12.30 P.M. on 01.07.10 only for those bidders having purchased the document till that date.</p> <p>Venue:</p> <p>Haryana State Electronics Development Corporation Limited, S.C.O. 111-113, Sector 17-B, Chandigarh.</p>
<p>Last date for submission of bids</p>	<p>Upto 2.30 PM on 14.7.10</p> <p>Haryana State Electronics Development Corporation Limited, S.C.O. 111-113, Sector 17-B, Chandigarh</p>
<p>Opening of Pre- Qualification bids</p>	<p>3.00 P.M. on 14.07.10 in Haryana State Electronics Development Corporation Limited, S.C.O. 111-113, Sector 17-B, Chandigarh</p>

Language of the bid	The bids should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.
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Section – 1
INTRODUCTION

1. Introduction

Haryana Police has planned to set up a state of the art Cyber Crime Investigation Laboratory to augment the existing packages relating to Cyber Crime investigation.

1.1 Cyber Crime

Cyber Crime generally refers to criminal activity where a computer, mobile or network is the source, tool, target, or place of a crime. These categories are not exclusive and many activities can be characterized as falling in one or more. Additional, although the terms computer crime and cyber crime are more properly restricted to describing criminal activity in which the computer, mobile or network is a necessary part of the crime, these terms are also sometimes used to include traditional crimes, such as fraud, theft, blackmail, forgery, and embezzlement, in which computers or networks are used.

As the use of computers, mobile and digital devices has grown, Cyber Crime has become more important.

1.2 Project Objectives

To set up a specialized cyber crime Investigation laboratory ***for Haryana Police at suitable location in the State*** on a turnkey basis so as to enhance the capability of Haryana Police to scientifically investigate and address growing cyber crimes in the State.

To provision latest Cyber Crime investigation and Cyber forensic tools to improve the police response to acquire, detect, analyse, report and resolve cyber crimes.

To make provisions of training to the police personnel in the use of various equipments, tools and techniques of cyber crimes investigations to enhance their skills in Cyber Crime Investigation.

To make provisions for the International Association of Computer Investigation Specialists (IACIS) certified Forensic Computer Examiner Training in the United States of America.

To make provision of project management services for the Cyber Crime Investigation Laboratory for at least 2 years.

Hartron on behalf of Haryana Police invites sealed bids from eligible bidders (reputed and experienced Cyber Forensic solution providers) for the supply, installation and commissioning of state of the art Cyber Crime Investigation Laboratory on Turn key basis.

Section – 2
SCOPE OF WORK

2. Scope of Work

To establish a Cyber Crime Investigation Laboratory equipped with Latest Cyber Forensic tools and equipments on a turnkey basis. The various tools and equipments offered for Cyber Crime Investigation Laboratory should be from reputed original equipment manufacturers or their authorized resellers in India.

Supplied tools and equipments should support a wide range of media, computer and mobile systems. The minimum specifications of the tools and equipments have been mentioned in the Specifications Section which broadly include Training program for specified Haryana Police officials on use of Supplied tools & equipments, Project Management Services for setting up and managing the Cyber Crime Investigation Laboratory for a period of 2 years *with an option for 3rd year as well.*

The broad items of minimum specified work include but not limited to:-

2.1 Broad Design criteria

Cyber Crime Equipments and Tools to be supplied should be of high quality and based on latest technology. Equipments and Tools should be easy to install and configure. Equipments and Tools should be easy and intuitive to operate and maintain.

2.2 Scope of installation & Commissioning

The Installation & Commissioning activities shall include:

- i) Installation of supplied cyber crime investigation and forensic equipments and tools
- ii) Activation and Configuration of various software tools as per specified implementation procedures.
- iii) Testing of supplied equipments and tools as per standard test procedures.

2.3 Support for the project

2.3.1 System Integration

It will be the responsibility of the bidder to ensure overall System integration of the Cyber Crime Investigation Laboratory. System Integrator services will include installation, commissioning and testing of the supplied tools and equipments.

2.3.2 Training

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.

In addition to the hardware/software specific training, the bidder shall also bear expenditure (including registration fee, travel, boarding and lodging) for the IACIS certified Forensic Computer Examiner Training in the United States of America followed by on the job certification of minimum 4 officials of Haryana Police, who will be deputed to man the proposed Cyber Crime Investigation lab. IACIS (International Association of Computer Investigation Specialists) is a non profit volunteer and forensic examiners spread across several countries. Training and standards of computer forensic examination developed by IACIS have been found acceptance internationally. Two week annual basic training of IACIS followed by on the job certification is one of the most reputed and cost effective option to train the trainers.

2.4 Project Management

The vendor who will be awarded the contract, will undertake to completely manage and maintain the system for a minimum period of two years after the Installation and acceptance report of the tools and equipments by Technical Committee constituted by Hartron and Haryana Police and with effect from the date on which acceptance certificate for successful commissioning of the system is issued by Hartron on behalf of and in consultation with Haryana Police. During the said period of undertaking, the vendor will be responsible for the smooth working of the system installed at the desired location. Hartron in consultation with the Haryana Police may extend the project management period for third year.

As part of the project, Vendor shall depute at least two Cyber Forensic experts on site to configure, maintain and manage the Laboratory and to assist the officers of Haryana Police in smooth operations. They will be stationed at the Cyber Crime Investigation Laboratory. Vendor shall provide a mobile phone at his cost to each of this staff so that the police personnel can search them in emergency.

The cost of undertaking the Project Management above should be specified separately for each year including third year.

2.5Warranty and AMC

The vendor is required to ensure satisfactory warranty for a period of 2 years the various equipments and their related accessories.

The said warranty shall be extended a period of 5 years on pro-rate basis after the successful completion of the final acceptance test.

Vendor must provide the Annual Maintenance Cost (AMC) separately for each year including after the expiry of the warranty period.

Vendor must have a satisfactory arrangement to receive and attend the complaints. Vendor shall also record each and every complaint received verbally telephonically or through e-mail etc and action taken thereof in a logbook to be maintained at Cyber Crime Investigation Cell and agency so authorized can verify the said register at any point of time/interval.

Section – 3

Project Overview

Cyber Crime Investigation Laboratory

3. Project overview

3.1 Introduction

This RFP calls for the supply, installation, testing and commissioning of a State of the Art Cyber Crime Investigation Laboratory for Haryana Police. The proposed system will serve the Cyber Crime Investigation and forensic needs for Haryana Police's operations. The proposed Cyber Crime Investigation Laboratory shall be equipped with latest Cyber Crime Investigation equipments and tools as specified in the specifications Section The proposed Cyber Crime Investigation Laboratory shall be provisioned with project management services for 2 years for smooth operations with an option to extend for 3rd year as well.

3.2 General Requirement for Bidders

The bidder shall submit documentary proof proving their experience in supply and commissioning of the Cyber Crime & Forensic equipments and tools by submitting purchase orders of similar system already installed, commissioned and accepted by customers. The bidder must have a properly established local project office in NCR to ensure smooth implementation, project management and warranty support.

3.3 Integration & Training

The successful bidder has to implement the entire project on turnkey basis. It shall include supply, installation, integration, commissioning, training and providing the warranty and post warranty services for successful implementation of this project as per the terms & conditions of this RFP.

The successful bidder shall provide Project Management Support for the specified period that should include deployment of at least two cyber forensic experts a period of 2 years for smooth operations and management of the project. The successful bidder shall provide User Operational and Hands on Training, at Cyber Crime Investigation Laboratory.

3.4 List of Equipments and Tools

The proposed Cyber Crime Investigation Laboratory shall have the following equipments and tools.

1. High End Forensic Workstation with 16 GM RAM
2. Forensic Workstations with 8 GM RAM

3. Kit consisting of External IDE/SATA, SCSI, USB write protect devices
4. High Speed Imaging device with all adapters.
5. Live Server Acquisition Kit
6. Cell Phone Forensic suites (Cellibrite UFED Physical Pro and data Pilot Secure View)
7. Portable Cyber Forensic Laboratory
8. Access data / Encase Forensic Toolkit
9. Password recovery toolkit
10. Advance Link Analysis system with database designer and pattern analysis capability.
11. Steganography Investigation Tool
12. Voice Biometric

Section – 4
Detailed Technical Specifications

4. Detailed Minimum Suggestive technical specifications for cyber crime investigation Laboratory

4.1 General

The technical specifications specified in this section are the minimum suggestive specifications.

- a) The vendor will offer the equipment and tool as per specification. Bids not meeting these minimum technical specifications are liable to be rejected. In case the equipment quoted differ the tender technical specifications, the same should be clearly mentioned.
- b) The vendor should provide complete details of make and models of all items along with Datasheets. Failure to provide details will render Bid invalid.
- c) One set of user manual is required to be supplied with each equipment.
- d) Bidders will indicate after-sales service arrangement that they posses at Delhi/Gurgaon.
- e) All the equipments should be new and of the prevailing/current standard production of the manufacturer at the time of the proposal.

4.2 Detailed Technical Specifications

4.2.1 High End forensic workstation with 16 GB RAM

- (i) Should have Intel Xeon Dual Quad Core (8 CPU) Processor with motherboard.
- (ii) Should have 16 GB RAM DDR 3
- (iii) Should have Dedicated Graphic Card with 1 GB Memory
- (iv) Should have DVD Dual Layer Multi Speed Writer
- (v) Should have USB ports, Fire Wire ports and SATA port.
- (vi) Should have external read only multimedia card readers supporting digital media like-CF-I, CF-II, Smart Media™, Memory Stick™, Memory Stick PRO™, Memory Stick DUO™, Memory Stick PRO DUO™, Micro Drive™, Multimedia Card™, Secure Digital Card™, MINI Secure Digital Card™, XD™ Card (using optional CF adapter)*
- (vii) Should have Gigabit LAN Card
- (viii) Should have Windows 7 professional 64 Bit as operating system.
- (ix) Should have Original MS Office 2007 Standard and an Antivirus.
- (x) Should have a fully-rugged appearance and is housed in a tough casing to offer outstanding protection.
- (xi) Should have more than five Removable HDD racks and cable management system for better cable routing and neatness
- (xii) Should have one 250 GB SATA HDD for OS and Application
- (xiii) Should have one 250 GB SATA Drive for Case Files.
- (xiv) Should have one 1 TB SATA Drive for Database.
- (xv) Should have one Swappable SATA Drive Bay.

- (xvi) Should have one Internal read only bridge for IDE, SATA, SCSI, USB and LAPTOP drives with cables and adapters
- (xvii) Should have advance heat ventilation system with at least 3 cooling fans (One in front, one side, one rear or top)
- (xviii) Should come with one 19" TFT Display and Standard Keyboard and Mouse

4.2.2 Forensic workstation with 8 GM RAM

- a) Should have Intel Quad Core (4 CPU) Processor with motherboard.
- b) Should have 8 GB RAM DDR 3
- c) Should have Dedicated Graphic Card with 1 GB Memory
- d) Should have DVD Dual Layer Multi Speed Writer
- e) Should have USB ports and FireWire ports
- f) Should have external read only multimedia card readers supporting digital media like-CF-I, CF-II, Smart Media™, Memory Stick™, Memory Stick PRO™, Memory Stick DUO™, Memory Stick PRO DUO™, Micro Drive™, Multimedia Card™, Secure Digital Card™, MINI Secure Digital Card™, XD™ Card (using optional CF adapter)*
- g) Should have Gigabit LAN card
- h) Should have Windows 7 professional 64 Bit as operating system.
- i) Should have original MS Office 2007 Standard and an Antivirus.
- j) Should have a fully-rugged appearance and is housed in a tough casing to offer outstanding protection.
- k) Should have more than three Removable HDD racks and cable management system for better cable routing and neatness.
- l) Should have one 250 GB SATA HDD for OS and application
- m) Should have one 500 GB SATA Drive for Case Files.
- n) Should have one swappable SATA Drive Bay.
- o) Should have one Internal read only bridge for IDE, SATA, SCSI, USB and LAPTOP drives with cables and adaptors.
- p) Should come with one 19" TFT Display and Standard Keyboard and Mouse.

4.2.3 Kit consisting of External IDE/SATA, SCSI, USB write protect devices Kit should have the following.

- 1 X IDE + SATA Combo write protect Bridge
- 1 X SCSI write protect bridge
- 1 X USB write protect bridge
- 2 X power supplies with power lead for main units
- FireWire cables + Two USB cables + all other necessary cables for IDE/SATA and SCSI
- 1 X SCSI 68 pin to 50 pin and SCA adaptor
- 1 X 2.5" Adaptor laptop
- 1 X Laptop 1.8" Adaptor
- 1 X Laptop ZIF Adaptor set for Hitachi and Toshiba HDD

- Waterproof, dust pelican case (Black)
- 1 X Disk Monitor Software
- 1 X Compatible Disk Imaging Software

4.2.4 High Speed Imaging Device with all type of Adaptors

- a) **Multiple "Suspect" Side Connections**
 - Should have SATA/SAS/IDE connectors and Operators can choose to use either the SAS/SATA/IDE connection.
 - Unit should features built-in support for imaging of a RAID drive pair (0, 1, JBOD).
 - IDE Drive Adapter should be included.
 - Cross Copy Support allows user to image any "Suspect" Drive interface to any "Evidence" Drive interface.
 - All suspect connections should be permanently write-protected at all times to prevent changing Suspect Data.
- b) **Multiple "Evidence" Side Connections**
SATA/SAS/IDE connections should be handled.
- c) **Operational Modes**
 - Should Captures "Suspect" drive to one "Evidence" drive (Single Copy Mode)
 - Should Captures "Suspect" drive to two "Evidence" drives (Multi Copy Mode)
 - Should Captures 2 "Suspect" drive to two "Evidence" drives (Parallel Copy Mode)
 - Should Captures "Suspect memory card.
 - Should Captures "Suspect memory card.
 - Drive Wiping and Sanitization
 - Should search suspect keywords in suspect or evidence drives.
 - Should support the access of evidence on examiner PC for analysis in write protected manner.
 - Hashing of "Suspect" Hard Drive DD Images
- d) **Multiple Imaging Formats**
 - Should make 100% Copy: Bit-for-bit copy
 - Should have DD: Supports storing single or multiple DD images (industry standard) on a single "Evidence" Hard Drive or USB storage device.
 - User should be able to define the size of the DD segments.
 - Should support E01 files: Supports imaging to EnCase/ Access data Forensic Image file.
- e) **Drive Spanning**
Forensic disk duplicator allows for the imaging from one large "Suspect" drive to multiple smaller "Evidence" drives
- f) **Image Restore**
Should be able to Restore a previously captured Linux DD or E01 image to a 100% copy
- g) **Drive Wiping**
Should Support single pass drive wiping or full Department of Defence (DoD) Sanitization.

Upload Suspect Images to Network Storage or Any Attached Network Share.

h) Preview Suspect Data Directly on the Unit

Should allow examiner to preview on the Suspect Drive that allow previewing various types of file (pictures, video and audio) files prior to seizing the data

4.2.5 Live Server Acquisition Kit

- Should support acquisition of RAM
- Should support acquisition of RAID irrespective of Configuration
- Should provide Acquisition in DD or E01 format
- Should allow examiner to extract system protected files.
- Should allow examiner to view USB devices used in suspected system
- Should maintain Automated log for detailed audit trail
- Should support capture of information from target machines on various operating system
- Should support adding Annotations to mark specific findings during investigation.
- Should have the capability to search data in various format from remote computers.

4.2.6 Cell Phone Forensic suites

Cellibrite UFED Physical Pro

Data Pilot Secure View

- Should be a portable, standalone device which can securely extract vital data such as phonebooks, camera pictures, videos, text messages, call logs, ESN and IMEI info etc.
- Should support more than 1800 models including Smart phones, blackberry's, PDA's etc.
- Should having maximum cables relating to mobile phones familiar in India.
- Should have support for selected Thuraya satellite phones
- Should able to extract the following data
 - a. Phonebook (telephone, email, web-based information)
 - b. Pictures and Wallpaper (.jpg, .bmp, .png, .gif formats)
 - c. Video (3gp, 3g3, mpeg4 formats)
 - d. Ring tones, and Audio content (Supported file format are: *.mid, midi *.xmf *.rmf, *.mmf, *.imy, *.emy, *.rmid, PM3, WAV, QCP, aac and AMR formats)
 - e. Text Messages
 - f. Call Logs (Received, Dialed, Missed Calls)
 - g. Memory Cards acquisition and analysis
 - h. ESN/IMEI
 - i. Mobile number of extracted handset
 - j. Straight SIM data (no phone required)
- Should be able to extract password of the handset from selected mobile phone.
- Should be able to extract deleted SMS and information regarding the previously used SIM cards and users codes from physical memory dump

- Should have at least one software update every quarter for newly released handsets in market
- Should generate automatic reports in field which must be authenticated with industry standard hashing system.

4.2.7 Portable Cyber Laboratory

- Portable platform for integrating and Analysis of Hard Work Drives and other digital media on site.
- Should provide inbuilt protection for all sorts of digital media including 16 types of memory cards.
- Should Support digital Media interfaces such as IDE, SATA, SCSI (68 Pin Connector is native) and 16 types of memory cards and USB port for connectivity to laptop or desktop.
- Data Capturing Device
- Should concurrent Capture, Validation (MD5 or SHA256) & Search features @ up to 4.0 GB/min.
- Should support "DD" imaging of varying image sizes, such as 650 MB, and 4GB.
- Should support PCMCIA adapter for Laptop's Hard Disk Capturing. (optional)
- Should have integrated keypad for entering keywords.
- Should have USB port for connecting the unit with a computer without removing it from machine through USB port.
- Should provide report printing facility of successful operation through inbuilt parallel port.

4.2.8 Access data/ Encase Forensic Tool

- Should be able to create images, analyze and conduct an investigation and build a report all with a single solution.
- Should be able to do various types searches.
- Should include email support for various popular email systems.
- Should support comprehensive reporting facility.

4.2.9 Password Recovery Toolkit bundle

A complete suite of password recovery tools that should allow unprotect disks and systems and decrypting files and documents protected with popular applications. The bundles should also be compatible with Rainbow Tables.

- The bundle should have the following tools/capability :
- Should have Boot disk to change/rest logon Windows passwords and account properties.
- Should be capable to audit user-level security
- Should be capable to decrypt Encrypted File System
- Should have distributed recovery for lost or forgotten passwords Should be able to recover passwords of various mechanisms:
- Should be able to break the password of various files
- Should have the compact Rainbow Tables and thunder Tables

4.2.10 Advance Link Analysis system with database designer and pattern analysis capability

- Should be able to find hidden patterns, relationship, and trends in data.
- Should be able to perform ad-hoc analysis on the provided dataset.
- Should support temporal, Social Network Analysis and Geospatial Analysis.

- Should support keyword search with name disambiguation features.
- Should support multiple data types.
- Should support data import from various formats such as CSV, xls, txt, mdb etc.
- Should support automatic identification of central players.
- Should work with virtually any type of data, i.e. people, organizations, places, email addresses, CDR, etc.
- Should include multi user support
- Should be capable of building reports and presentations
- Should be capable of exporting data in Word, Excel, Pdf and web pages format.
- Should use MS SQL database as backend database
- For smaller datasets should be able to work directly from data files in read only mode with out importing it into MS SQL

4.2.11 Steganography Investigation Tool

- Should allow breaking of passwords
- Should be capable of detecting Steganography Applications and files on computers.
- Should be Easy to use case management with our full suite of tools
- Should perform Rapid identification of over 500 known steganography programs
- Should Detect suspicious files through blind anomaly based approach
- Should have State-of-the-art image analysis with advanced filters
- Should have State-of-the-art audio analyzer
- Should Crack and extract payloads form carrier files with a simple point and click interface.
- Should make court ready investigator html reports.
- Should Scan audio files, JPG, GIF, PNG and more
- Should be capable of mounting and scanning forensic images

4.2.12 Voice Biometric System

Voice Biometric tool to perform 1:1 voice biometric Verification dedicated to forensic analysis of voice samples of suspects and criminals designed for assisting forensics experts and scientific police to perform speaker verification and compile expert report as validated evidence in court.

- Expert Tools for Use by Forensic Specialists and Scientific Police
- Rapid Identification of an Individual's Voice Sample Against a Group of Suspect Voices
- Creation of Reports.
- The system should make a statistical model of a speaker from sample voices.
- The system should have channel compensation techniques: Joint Factor Analysis approach is Mandatory
- The system should organize the audio files loaded in the systems in separated cases.
- The system could obtain statistical models from each one of the audio files added to one case.
- The system should remove automatically all the silence parts from the original voice sample loaded in the case.
- In each case the system should do identifications and verifications between any combination of audios and models of the case.

- The verification must be based on generative Likelihood Ratio calculation based in the stimulation of probability distributions “(within and without source distributions).
- The system should generate LR results in numeric tables and graphic ways and must be export these results.
- The system must be language independent.
- The system must be of channel (GSM, VOIP, Telephone, Radio, Television etc.....) independent for comparing the voices.

Section – 5
Instruction to Bidders

5. Instruction to Bidders

5.1 Sale of bid document

A complete set of Tender Documents can be purchased by the bidders on submission of written application to the MD, HARTRON either by post or in person on payment of a non-refundable fee of Rs.5000/- (Rs. Five Thousand Only) through Demand Draft from a scheduled bank, drawn in favour of "Haryana State Electronics Development Corporation Ltd.", payable at Chandigarh.

Tender document will be sold from 9.00 am to 5.00 pm on all working days starting from 9.00 a.m. on 23.06.2010 till 5.00 pm on 12.07.2010. The said document can also be downloaded from Hartron website i.e. www.hartron.org. The said document is only for information and the bidders are required to submit the bid alongwith the original tender document purchased from Hartron office.

5.2 Validity of the bid

The bid should be valid for 120 days from the opening of the Commercial Bid OR 6 Months from the Last date of Submission of Tender, whichever is later.

5.3 Transferability of tender document

This tender document is non-transferable.

5.4 Misplacement of tender document

The Haryana Police or MD, Hartron shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.

5.5 Pre Bid Conference

- (i) Hartron on behalf of and in consultation with Haryana Police shall hold a Pre-Bid Conference (PBC) on 01.7.2010 at 12.30 p.m. in HARTRON's office. In this PBC, Hartron and Haryana Police would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to the MD, HARTRON in writing at least 5 (five) days prior to the PBC. Queries not submitted within this deadline may not be taken up at the PBC.
- (ii) Bidders that have purchased the RFP document shall only be allowed to attend the PBC, even if they do not have any specific queries. These bidders would be required to register for the PBC at the office of MD, HARTRON. No clarifications shall be issued after the PBC.
- (iii) Hartron on behalf of and in consultation with Haryana Police will entertain queries of and clarifications sought by only those companies who have purchased this RFP document.
- (iv) Hartron as well as Haryana Police reserves the right not to respond to any all queries raised or clarification sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The minutes of the PBC shall be circulated by Hartron on behalf of and in consultation with Haryana Police to all those companies who have purchased this RFP document. No extension to any deadline referred to in this documents will be granted on the basis or grounds that HARTRON and Haryana Police should respond to any queries to provide any clarification.

5.6 Submission of bids.

- (i) Sealed offers prepared in accordance with the procedure enumerated at Section 7 should be submitted to the office of Managing Director, HARTRON, Chandigarh on or before the last date.
- (ii) Earnest money deposit (EMD)

All bids must be accompanied by an earnest money of Rs. 2 Lacs (Two lacs rupees only) in the form of Demand draft from a scheduled bank, in favour of Haryana State Electronics Development Corporation Ltd.' payable at Chandigarh.

5.7 Address at which the bids are to be submitted:

Managing Director,
Haryana State Electronics Developments Corporation,
S.C.O. 111-113. Sector 17B
Chandigarh-160017.
Phone- (0172)- 2704922, 2706105, Fax- 2705529, 2720113

5.8 Last time and date for receipt of bid:

Upto 2.30 pm on 14.07.2010

5.9 Place, time and date of opening of pre-qualification bid:

Managing Director,
Haryana State Electronics Developments Corporation,
S.C.O. 111-113. Sector 17B
Chandigarh-160017.
Phone- (0172)- 2704922, 2706105, Fax- 2705529
At 3.00 PM on 14.07.10

5.10 Opening of bids and Procedure of evaluation

- (i) An evaluation committee so constituted by Hartron and Haryana Police will evaluate the bids i.e. Pre-qualification, technical and commercial. The bids upon opening will be initially examined to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- (ii) The bidder shall designate minimum one person to represent the bidder in its dealing with Hartron in relation to the proposal submitted by the bidder, HARTRON will assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information and responding to enquiries on behalf of the company.
- (iii) Only Pre-qualification bid shall be opened on the day of opening of the bids at 3.00 p.m. on 14.07.2010 in the presence of bidder's representatives. The bidders' representatives who are present shall sign a register evidencing their attendance.
- (iv) Technical bid will be opened for those bidders whose bids shall meet at the pre-qualification criteria unconditionally as specified in Section 7. The place, date and time of the opening of the technical bid shall be notified separately.
- (v) Technical bid document shall be evaluated as per the following steps:
 - a) Preliminary Examination of Technical Bids: The technical bids will be examined to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the various sections of this RFP will be rejected and not included for further consideration.
 - b) Evaluation of Technical Bids: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in this RFP. Further, the

- documentation furnished by the bidder will be examined to see whether the qualifications and specific requirements mentioned in this document are fulfilled.
- c) Hartron and Haryana Police may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
 - d) Any effort by the bidder to influence the Hartron and Haryana Police in the process of evaluation of technical Bids, bid comparison or the Hartron and Haryana Police decisions on acceptance or rejection of bids may result in rejection of the bidder's bid.
 - e) The bidder will also be required to make a detailed presentation covering various aspects on technical parameters defined in this RFP.
 - f) Hartron and Haryana police may also ask the bidders to arrange visits of officers to the sites already established and claimed in the bid.
- (vi) Further, the scope of the evaluation committee also covers taking of any decision with regard to this RFP, execution/implementation of the project including management period.
 - (vii) No further discussion/interface will be held with the bidder whose bid has been technically disqualified/rejected.
 - (viii) Financial bids of those bidders who satisfy the parameters laid out in the technical bid will only be opened. The place, date and time for the opening of the financial bids shall be announced separately.
 - (ix) The bidder's names, the Bid Prices, the total amount of each bid, and such other details as may consider appropriate, will be announced and recorded by the Hartron and Haryana Police at the time of its opening.
 - (x) A comparative of the commercial bids of the technically valid bidders shall be Committee of the State Government for the finalization of the vendor as per the purchase procedure/policy of the State Government.
 - (xi) Hartron and Haryana police shall draw up a matrix covering the following before deciding the successful bidder:
 - a) Vendors Profile and Core Competence
 - b) Compliance to RFP requirements
 - c) Experience in implementation of similar projects
 - d) Project Management Plan
 - e) Local support infrastructure
 - (xii) Bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in this RFP. Though formats for Technical bid and Commercial bids are given separately, bidder shall add his remarks and comments under "any other relevant matter. Notwithstanding the fact that the RFP is descriptive, if the bidder feels that the RFP is deficient in anyway in defining scope of supply, scope of services etc. for successful implementation and facility management of the project for two years, bidder should include the same under "any other" with explanation in Technical Bid and price under relevant head in commercial bid, if there is any price implication for the inclusion, found essential for successful project implementation. Thus, Proposals received will be considered as an offer to satisfy the requirements of Haryana Police as described in this Request for Proposal and bidder shall be

obligated to implement the project as per scope of work finalized by Hartron and Haryana Police.

- (xiii) All details provided by the Bidder should be specific to the requirements specified in this RFP. Detailed clarification may be provided by Bidder, if so desired by Hartron and Haryana Police.

5.11 Criteria for rejection of bids

The bids(s) will be rejected if any one or more of the following conditions are not fulfilled:-

- (i) Bids not made in compliance with the procedure mentioned.
- (ii) Failure on part of the bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the Haryana Police, including any supporting document.
- (iii) Incomplete or conditional bids – bids that do not fulfill all or any of the conditions as specified in this document.
- (iv) Bids without earnest money deposit
- (v) Material inconsistencies in the information submitted.
- (vi) Misrepresentation in the bid proposal or any supporting documentation.
- (vii) Bid proposal received after the last date and time.
- (viii) Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in this bids.
- (ix) The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
- (x) Repeated mention of complied or equivalent
- (xi) All pages of the bid must be signed and sequentially numbered by the bidder.
- (xii) Conditional bids shall be summarily rejected.
- (xiii) The decision of evaluation committee in this regard shall be final and binding on the bidders.

5.12 Acceptance of the bid

HARTRON and Haryana Police do not bind themselves to accept the lowest or any bid and reserves the right to:

- (i) reject any or all bids with/without any reason;
- (ii) accept/prefer any bid without assigning any reason

5.13 Cross checking

Hartron on behalf of Haryana Police reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

5.14 Absence of specifications

The absence of specifications details regarding any equipment to be supplied under this project implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of HARTRON on behalf of and in consultation with Haryana Police, Certification standards, when available, for the to-be-installed equipment and materials, will prevail.

5.15 Cost involved in tendering

The bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purposes of clarification of the bid, if so desired by the HARTRON on behalf of and in consultation with Haryana

Police, the Hartron as well as Haryana Police will in no case be responsible or liable for those costs.

5.16 Amendment of tender document

The amendment in any of the terms and conditions including technical specifications of this tender document will be notified in writing either through post or by fax or by email to all prospective bidders who have purchased the tender documents and will be binding on them.

5.17 Withdrawal of bid proposal

No bid proposal will be withdrawn subsequent to the deadline for the submission of bids.

5.18 Right to negotiate

- (i) The evaluation committee reserves the right to negotiate with the bidders, if required. Final authority to take any decision in this regard lies with HARTRON and Haryana police jointly.
- (ii) The list of successful bidders will be put up to the High Powered Purchase Committee of the Haryana State by Police Department Haryana and Hartron jointly for final negotiable/decision with regard to the vendor as per the rules and procedures of Government of Haryana prevailing at that point of time.

5.19 Contract agreement

A contract agreement will be signed between the successful vendor and the Haryana police directly.

5.20 Advice to the bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after a careful study and examination of the RFP Document with full understanding to its implications by him.

Section – 6
Instruction to Bidders

6. Eligibility Criteria for Bidders

The Bidder should have the capability to implement projects in terms of industry experience, requisite manpower of required qualification and experience, project management skills and quality/level of work. The bidder should have reasonable long-standing relationship with technology suppliers which they are proposing

6.1 Bidders General qualification

- (i) This RFP is open to all firms/companies both from within and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding.
- (ii) Firm/company declared by GoH to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligible is declared.
- (iii) Breach of general or specific instructions for bidding, general and special conditions of contract with GoH may attract a proceedings to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls.

6.2 Minimum eligibility criteria

- The bidding firm/company must be a registered company under companies Act, 1956 and should be in existence for at last three years.
- The bidding firm/company must be having valid ISO 9001 certification at the time of bidding.
- The Bidder should bid for all items in the RFP documents as partial bids are not permitted
- The bidding firm/company should either be a Cyber Security and Forensic system integrator/IT Company
- The Turn over of the bidding firm/company must be minimum Rs.2 Crores (Rs. Two Crores) each in the last two financial years i.e. 2008-09 & 2009-10.
- A copy of last three financial years relevant Balance Sheets should be submitted with the offer.
- The bidding firm/company should have made profile as per the audited balance sheets in the last three financial years and should be in sound financial position as judged by the Evaluation Committee for this purpose.
- The bidding firm/company or its technology supplier must have successfully implemented/executed/deployed similar projects in India with a Govt. organization/PSU at the time of submission of the bids. The relevant documentary evidence establishing the same are to be enclosed.
- The bidding firm/company should have qualified manpower on its roll for Cyber Crime Investigation/Cyber Forensic related services.

Documentary evidence in support of all the above eligibility criteria should be furnished with pre qualification bid.

Section – 7

Procedure for submission of Bids

7. Procedure for submission of the Bid

7.1 General

The bidders should submit their bids in three parts i.e. Pre-qualification Bid, Technical Bid and Commercial Bid. All bids sealed individually should be kept in a separate sealed cover superscripted with separate titles as specified below:-

- (i) "Pre-qualification Bid for Cyber Crime Investigation Laboratory"
- (ii) "Technical Bid for Cyber Crime Investigation Laboratory"
- (iii) "Commercial Bid for Cyber Crime Investigation Laboratory"
- (iv) The bidders should submit two copies of Pre-qualification, technical and commercial bids, with the title mentioned on each as "Original Copy" and "First Copy"

All the documents viz. Pre-qualification Bid, Technical Bid and Commercial Bid prepared as above are to be kept in a single sealed cover super scribed with Tender Number, Due Date, Item and the wording "Do not Open Before 1500 hrs on 14.07.2010".

a) Late bids:

This cover should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late" by the evaluation committee.

b) Signatory

- (i) In the event of bids being submitted by a firm, it must be signed separated by each member thereof, or in the even of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, a certified true copy of the said power of attorney should also be attached with Pre-qualification Bid. Or in the case of a Company, the bids should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the bids shall be furnish letter of authority from their principals to attend the pre bid discussions, opening of pre qualifications bid, Technical bid as well as commercial bid.
- (ii) No bid will be considered unless and until all the documents are duly signed.

c) Prices

Prices should not be indicated in the Pre-qualification or Technical Bids

d) Submittals

- (i) The bidders are required to submit with their offers, detailed technical literature of the systems offered to enable a clear understanding of various technical aspects.
- (ii) All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.
- (iii) Any omission in filling the columns of "units" and "rate" or pertaining to the Taxes/levies as applicable etc., shall deemed to be treated as inclusive in the total project cost.
- (iv) All corrections must be duly signed by the Bidder.

7.2 Documents comprising the bids

The bids prepared by the bidders according to the procedure mentioned at various Sections should comprise of the following documents:-

a) Original bid proposal shall consists of:

- (i) Sealed envelope containing the draft of Earnest Money as mentioned
- (ii) The RFP document in original duly signed on each page.

- (iii) Sealed envelope containing the Pre-qualification Bid.
 - (iv) Sealed envelope containing the Technical Bid.
 - (v) Sealed envelope containing the Commercial Bid.
- b) First copy of bid proposal shall consist of the following**
- (i) Sealed envelope containing the Pre-qualification Bid.
 - (ii) Sealed envelope containing the Technical Bid.
 - (iii) Sealed envelope containing the Commercial Bid.
- c) Pre-qualifying bid shall consist of following:-**
- (i) Bid proposal sheet duly filled in, signed and complete in all respects. (Proforma – 1)
 - (ii) Particulars of the Bidders as per proforma provided at Proforma – 2.
 - (iii) Copy of audited balance sheets for the last three financial years.
 - (iv) Commitment for undertaking the project management of the project (Proforma – 4)
 - (v) Consent/undertaking with regard to the compliance of warranty period of minimum one year for all the equipment and accessories.
 - (vi) Undertaking to submit the Warranty certificates of each and every equipment and its accessories effective from the date of successful completion and acceptance of final acceptance test as specified.
 - (vii) Attested photocopies of documents to establish eligibility in terms of each eligibility criteria as mentioned.
 - (viii) Bidder shall confirm that training of the officials of Haryana Police and other agencies shall be undertaken by trainers possessing Competency Certificate issued by the manufacturer of the equipment.
 - (ix) Complete details such as address, contact person/phone, fax, e-mail of branch offices as well as support centres in Delhi/Gurgaon
 - (x) Full particulars of the Cyber Forensic Expert as asked in the Scope
 - (xi) Indemnification from property rights (Proforma 7)
 - (xii) Indemnification from patent rights (Proforma 8)
 - (xiii) Declaration by bidder (Proforma 13)
- d) Technical bid shall consist of following:-**
- (i) Technical Proposal as per the technical specifications mentioned.
 - (ii) Bidder shall specify the brand name, make and technical specification of all the equipment and accessories quoted for this project (Proforma 9).
 - (iii) Technical deviation (Proforma 10)
 - (iv) Plans for User Training
 - (v) An undertaking that after expiry of the project management period, the bidder will handover the total system in running condition with the same or improved specifications as was supplied by him originally, so that the same will become the property of the Haryana Police, so that they can handle the system, once the project management is over, (Proforma 5).
- e) Commercial bid shall consist of the following:**
- (i) Bid prices duly filled, signed and complete as per the price schedule on the prescribed quotation form (Proforma - 11)
 - (ii) Financial Deviation (Proforma 12)
 - (iii) The bidder can quote, separately, for any other item, which the bidder may think is essential or may be required while executing the project, which is not included in the RFP.
 - (iv) The bidder shall also provide all Hardware & software, along with appropriate number of licenses, which the bidder consider essential

- for the execution of the project but which are not included in the hardware/system requirements.
- (v) Bidders shall quote year-wise annual maintenance contract (AMC) charges for five years with spares for taking up maintenance of all such equipments supplied under this project after the expiry of their warranty period of 1 year as the case may be.

Section – 8

Other terms and conditions of bids

8. Other terms and conditions for bids

8.1 Earnest Money Refund

- (i) The draft of earnest money to the bidder(s), who fail(s) to qualify for the technical bid, will be returned by Hartron to the authorized representative of the bidder against a proper receipt or will be sent by the registered post at the mailing address of the bidder as specified in the bid within four weeks of opening of the pre-qualification bid.
- (ii) The draft of earnest money to the bidder(s), who fail(s) to qualify for the commercial bid, will be returned by Hartron to the authorized representative of the bidder against a proper receipt or will be sent by registered post at the mailing address of the bidder as specified in the bid within eight weeks after completion of technical bid evaluation.
- (iii) The draft of earnest money to the project(s), who qualify(s) for the commercial bid, but do not get the order for the project will be returned by Hartron to the authorized representative of the bidder against a proper receipt or will be sent by the registered post at the mailing address of the bidder as specified in the bid within one month after signing of contract between Haryana Police and the successful bidder.

8.2 Site visit

- (i) Bidders desirous of making site visits to certain offices and facilities of the Haryana Police are required to submit requests for the same to Haryana Police under intimation to HARTRON at least 10 (ten) working days prior to the closing date of the tenders. Haryana Police may give the permission letter for such site visits, which would extend to the offices and facilities of the Haryana Police as necessary for the bidder to implement the project. The cost of the visit will be borne by bidder himself; Haryana Police is not liable to provide any facility to the bidder(s) for such visits.
- (ii) Haryana Police on its own discretion can cancel such permission at any moment without any notice to the bidder(s).

8.3 Warranty

- (i) The vendor will also be responsible for providing comprehensive on site warranty for a minimum period of one year for all the equipment and their related accessories supplied under its document.
- (ii) The said warranty shall be deemed to commence from the date of the successful completion and acceptance of the final acceptance test by the technical committee constituted by the Director General, Haryana Police.
- (iii) During the warranty period, the vendor will provide full technical support in configuration/set up, problem solution etc.
- (iv) After the warranty period as specified in the RFP is over successfully, the Haryana Police or the agency so authorized has the option either to award the Annual Maintenance Contract with spares to the vendor at the rate negotiated at the time of award of the contract or may give it to any third party.
- (v) Vendor should have satisfactory arrangement to receive complaints during the period of warranty as well as Annual Maintenance Contract as the case may be. Vendor shall record each and every complaint received verbally telephonically, through e-mail or on website, etc and action taken thereof in a logbook to be maintained at a location to be decided in consultation with

the Haryana Police. Haryana Police or agency so authorized can verify the said register at any point of time/ interval.

8.4 Letter of intent

- (i) After Acceptance of a Bid Proposal by High Powered Purchase Committee of Haryana Government, a letter of intent will be issued by the Hartron on behalf and in consultation with Haryana Police to the successful bidder.
- (ii) Acceptance of the letter of intent: The Bidder shall accept the Letter of Intent within 7 (Seven) days from the date of issue of the Letter of Intent by returning a duly signed copy to Hartron and shall enter into the Contract Agreement with Haryana Police within 7 (Seven) days of the acceptance of the Letter of Intent.
- (iii) Performance bank guarantee: While signing the Contract Agreement with Haryana Police, the Bidder within 15 (Fifteen) days of signing the Contract agreement shall furnish unconditional irrevocable Performance Bank Guarantee Amounting to 10% of total order value from a Nationalized Bank in favour of "Managing Director, HARTRON" on the prescribed Format (as mentioned at Appendix 1). This Performance Bank Guarantee shall be for a period of 1 (One) years renewable annually by the vendor itself before the expiry of the Performance Bank Guarantee. The said Performance Bank Guarantee be extendable by the HARTRON as per the requirement and shall be kept in full force and effect for the full term of the Contract Agreement including the project management period. Further, the decision of the Haryana Police with regard to the Performance Bank Guarantee shall be binding on the HARTRON.
- (iv) Release of formal purchase order: HARTRON on behalf of and in consultation with Haryana Police shall release a formal purchase order upon the receipt of the Performance Bank Guarantee as mentioned at above.

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.

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 arising from the use of the Goods or any part thereof.

8.7 Right to vary quantities at the time of award

The HARTRON on behalf of and in consultation with Haryana Police reserves the right to vary the quantities and fix a delivery Schedule. HARTRON on behalf of and in consultation with Haryana Police also reserves the right to order additional quantities at a price not more than the price accepted after this document for a period of two years from the date of order placement.

8.8 Right to accept any bid and to reject any or all bids

The HARTRON and Haryana Police reserve the right to accept any bid, and to annul the tender process and reject all or any bids at any time without assigning reason prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the HARTRON's as well as Haryana Police's action.

8.9 Changes in technical specifications

HARTRON on behalf of and in consultation with Haryana Police reserves the right to effect changes in the Technical Specifications after the pre bid discussions with the bidders. Any such change will be notified in writing to all those who have purchased this document. In case, any of the bidder have submitted the bids before receiving the notification of changes, will be allowed to submit a revised technical and commercial bid.

8.10 Additional information/clarification

HARTRON on behalf of and in consultation with Haryana Police reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by HARTRON within one (1) week of the receipt of HARTRON's letter requesting for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the bid proposal.

Section – 9

Terms and conditions of Contract

9. Terms and Conditions of contract

9.1 Use of Tender Documents and other information

- (i) Bidder shall not, without the Haryana Police's prior written consent, disclose the contract agreement, or any provision thereof, or any specification, pattern, sample or information furnished by or on behalf of Haryana Police in connection to any person other than a person employed by the HARTRON as well as Haryana Police in the performance of the contract agreement and the scope of work. Disclosure of document/information to any such employed person shall be made in confidence and shall extend only so far as may be necessary for such performance.
- (ii) Bidder shall not, without the Haryana Police's prior written consent make use of any document or any information specified in above, except for the purpose of performing the contract agreement and the scope of work.
- (iii) Any document other than this contract agreement shall remain the property of the Haryana Police and shall be returned (On all copies) to the Haryana Police or agency so authorized on completion of project, if so required by the Haryana Police.

9.2 Change in the minimum specified work

- (i) HARTRON with the consent of Haryana Police, may at any time by written notice to the vendor, make changes in the minimum specified work.
- (ii) (ii) The vendor shall not perform changes in the minimum specified work, until HARTRON with the consent of Haryana Police gives permission for such change in writing on the basis of estimate provided by the vendor.
- (iii) Mutually agreed change in the minimum specified work shall constitute as a part of the contract agreement and all the provisions and contract agreement shall apply on the said change.
- (iv) Any change in the minimum specified work that may be carried out without any significant additional costs shall be carried out by the vendor at no additional cost or expense to the Haryana Police and such changes shall include but not limited to changes in database, changes in inputs and outputs formats, modification of reports, changes in formats of reports.
- (v) In the event of withdrawal or discontinuance of any item or items and consequent ceasing of or reduction in demand the vendor shall not be entitled to any compensation. HARTRON on behalf of and in consultation with Haryana Police will, however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.
- (vi) If during the currency of the contract, the specifications of any item or items to be supplied become obsolete, the vendor shall continue to comply with demands for the supply of the said item or items in accordance with the new specifications at rate not higher than already agreed rates at the time of contract, and the vendor will not be entitled for any compensation also.

9.3 Changes in contract agreement

Except the changes as mentioned above, no modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both vendor and the Haryana Police.

9.4 Delivery period / Milestones

- (i) The final acceptance of the project must be completed within Eight months from the date of placement of purchase order or date of signing of contract agreement whichever is earlier
- (ii) The milestones of the project are as mentioned below:-

Sr. No.	Milestone	Duration
1.	Delivery of all hardware items and their installation, commissioning for Cyber Crime Investigation Laboratory	Within four months from date of award of contract
2.	Acceptance test of the system	Within four months from date of award of contract

- (iii) If the vendor fails to adhere to the milestones as mentioned above, 0.1% penalty per equipment per week shall be recoverable on the value of balance work which includes the delivery of the equipment to be supplied, maximum up to 10% of total order value In case of non payment by the vendor, recovery will be made from his bills or amount of Earnest Money or Bank Guarantee with the HARTRON provided that:
- (a) No recovery of penalty will be made if HARTRON on behalf of and in consultation with Haryana Police accepts the delay by extending the relevant milestone upto 1 week by recording in writing that the exceptional circumstances were beyond the control of the vendor and there was no loss to Haryana Police.
- (b) Where the delay on the part of vendor is more than 2 weeks, the matter of extension of relevant milestone will be referred to by the Indenting Officer to the Committee appointed by Director General of Police, Haryana with a certificate that there are genuine reasons for delay on the part of vendor and that no loss will result to Haryana Police in case extension of delivery period is allowed. In case the delivery period is extended, no penalty for supplies made during the extended period shall be recovered from the vendor.
- (c) On the failure of the supplier to make supply within the extended period, HARTRON on behalf of and in consultation with Haryana Police can effect the risk purchase. The said purchase at the cost of vendor will be made and delivered by the MD, HARTRON within 6 months of the consent for risk purchase given by Haryana Police to HARTRON by inviting short-term quotations from the registered and other empanelled vendors and the purchase will be performed in consultation with Haryana Police. The excess cost thus incurred will be recovered from the vendor from his pending bills or Earnest Money or Performance Bank Guarantee or through court of law. This procedure will be adopted after serving a registered notice to the vendor to seek his explanation within 15 days if the vendor fails to reply or is unable to explain up to the

- satisfaction of HARTRON as well as the Haryana Police.
- (d) No recovery of penalty will be made if there is delay in the implementation of responsibilities on the part of Haryana Police mentioned as per clause 9.7.
 - (iv) The unexcused delay in the performance of delivery or non supply of items or during implementation by the vendor in the prescribed milestones may render him liable to any or all of the following penalties:-
 - (a) The penalty as mentioned in the RFP
 - (b) Forfeiture of earnest money and revoking of Security (Performance Bank Guarantee).
 - (c) Imposition of liquidated damage and termination of the contract as default.
 - (d) The vendor may be black listed or debarred for the period of 3 years for participating in any tender released by Haryana Government.
 - (e) HARTRON on behalf of and in consultation with Haryana Police can make risk purchase as mentioned at Sub-part 'c' of Clause (iii) of Section 9.4.

9.5 Warranty period and maintenance services

The vendor will be responsible for the comprehensive maintenance of all supplied equipments and related accessories free of charge during the warranty period as specified in the RFP

9.6 Responsibilities of vendor

- (i) The installation, configuration, maintenance and up-gradation of all required software, is the responsibility of vendor till the warranty period.
- (ii) User Training to Haryana Police Personnel as per RFP
- (iii) Project Management Services as per RFP.
- (iv) Post Warranty Support as per AMC contract

9.7 Responsibilities of Haryana Police

- (i) To prepare the site for the installation of the equipment, which includes the provision for required furniture and air-conditioner (if required).
- (ii) To provide the adequate electricity points/power at the site.
- (iii) To provide the data transmission medium at the site as per the requirement of the project.
- (iv) To provide appropriate environmental conditions, necessary power facilities for the system, access to the premises, a secure equipment storage area, and suitable conditions for the vendor's workers.

9.8 Prices

The prices quoted for the Equipments and related accessories/Services shall be firm throughout the period of contract and shall not be subject to any upward modification whatsoever.

9.9 Inspection/tests of the items/equipments

- (i) The Haryana Police or any officer from HARTRON or person duly authorized in writing by the Haryana Police shall have the power to inspect the items before, during or after installation and to reject the same or any part or portion, if he or they be not satisfied that the same is not at par or according to the specifications submitted by the vendor.
- (ii) The vendor shall not be paid for supplies rejected.
- (iii) Vendor shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies.

- (iv) HARTRON and Haryana Police shall be under no liability whatsoever for rejected items and the same will be at the vendor's risk.
- (v) Rejected supplies shall be removed by the vendor at his own expense within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at vendor's risk and HARTRON on behalf of and in consultation with Haryana Police may charge the vendor the market rent for the space occupied by such rejected goods.
- (vi) Super inspection of already inspected may be carried out at the discretion of the Haryana Police after installation, by such officer as may be authorized by him. The provisions of conditions mentioned

9.10 Invoicing

- (i) With every dispatch of goods or materials under the contract, the vendor will prepare invoices in triplicate.
- (ii) Invoice along with Delivery Challan in duplicate are to be sent by the vendor to the consignee at Police Head Quarter (PHQ), Panchkula. The duplicate of Delivery Challan to be returned to the vendor by the respective indenting officers with the quantities or numbers received duly noted and signed thereon.
- (iii) Second copy to be sent to HARTRON along with the duly signed Delivery Challan received by the vendor from the respective intending officers for further necessary action regarding payments, etc.
- (iv) The third copy to be sent by the vendor to the Haryana Police for record in its office.

9.11 Condition of items supplied

- (i) This is subject to the condition that the materials are securely packed by the vendor in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the vendor.
- (ii) The vendor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the vendor at his own expense. The decision in this regard taken by HARTRON in consultation with Haryana Police shall be binding and final.

9.12 Acceptance tests for hardware

A Testing Committee of the officials from HARTRON, Police Department, Head of the respective site or any officer or person as constituted and duly authorized by the Haryana Police will perform Acceptance Tests for system. In any case, if the quality and the quantity of the items supplied by the vendor are found unacceptable, the vendor shall be held responsible for covering up the loss in terms of both quantity as well as quality wise. All the hardware related payments to the vendor as per the payment schedule mentioned would be made after the successful clearance of the following acceptance tests.

9.13 Acceptance test

- (a) All Equipment and tools must be installed at the site as per the specification mentioned in this document.
- (b) The Brand, Model No., Specifications and quantity of all the supplied and installed hardware items must match with respect to the list and particulars of the items to be supplied for that unit.
- (c) The vendor can be asked to demonstrate all the features/facilities mentioned in the bid and product brochures attached along with the bid.
- (d) All the installed equipment should be working properly as per the

Acceptance Test

- (e) Training part of the project should be completed.

On the successful completion of the acceptance test and after HARTRON and Haryana Police are satisfied with the working of the system, the acceptance certificate signed by the authorised representative of HARTRON, authorised representative of Haryana Police and vendor will be issued by the HARTRON on behalf of and in consultation with Haryana Police to the Vendor. The date on which such certificate is issued shall be deemed date of the successful commissioning of the system.

Any delay by the vendor in the performance of its contracted obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless agreed otherwise by HARTRON and Haryana Police.

9.14 Payment schedule for Equipments and Tools

- (i) No payment will be made in advance for any supplies under this project.
- (ii) 70% payment of the equipment and tools supplied under the project will be released on delivery of hardware
- (iii) 20% payment of the equipment supplied, installed & commissioned will be released after the successful clearance of Acceptance Test as mentioned above.
- (iv) Balance 10% payment of the equipment supplied, installed & commissioned will be released after one month from the date of successful clearance of Acceptance Test as mentioned above.

9.15 Other payments

- (i) 100% payment for training will be released after satisfactory completion of training
- (ii) Project Management Fees will be paid as per the following schedule
 - a) Quarterly after satisfactory project management at the end of each quarter.
- (iii) Earnest money of the vendor will be released after receipt of the performance guarantee
- (iv) Bank Guarantee will be released after the completion of Warranty period

9.16 Change in company structure

If the Membership / Board structure of the bidder is changed after the bidder is selected, then the bidder shall accordingly inform the Haryana Police of such changes within 3 months.

9.17 Compliance with laws, permits

The successful vendor shall comply with all local, state, and federal rules, regulations, ordinances, codes, and laws relating to the work or the conduct thereof and shall secure and pay for any permits and licenses necessary for the execution of the work and vendor shall be responsible for the same.

9.18 Liability insurance

Vendor shall agree to maintain General Liability Insurance, Worker's Compensation, and Haryana Police's Liability Insurance to cover all its personnel engaged in the performance of the services herein described, as well as damages arising as a result of the performance of such services. Vendor further agrees to require his subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation, and Haryana Police's Liability Insurance. The vendor shall also be responsible for Employees Provident Fund (EPF) and other worker compensation issues, if any, applicable on his or his subcontractors' personnel.

9.19 Forfeiture of earnest money

- (i) If the bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the earnest money deposited by the bidder will be forfeited.
- (ii) If the bidder fails to comply with any of the terms, conditions or requirement of this contract and the technical specifications for equipment and tools as indicated in the RFP of this document, the earnest money deposited by the bidder will be forfeited.
- (iii) In case vendor fails to comply with *the delivery* period as specified in the RFP the earnest money deposit will be forfeited.
- (iv) In case of issue of the Letter of Intent, if the bidder fails to:
 - (a) accept the Letter of Intent by returning a duly signed copy within the time limit specified; and / or
 - (b) execute the contract agreement; and / or
 - (c) furnish the performance bank guarantee as specified in this Document. The earnest money deposit will be forfeited.

9.20 Termination of the contract

- (i) In the event of the bidder failing duly and properly to fulfill the contract or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or not achieving the milestones mentioned at RFP if the bidder or his agent or servants being guilty *of fraud* in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply *for* relief as insolvent debtor or commence any insolvency proceedings or make *any* composition with his/their creditors or attempts to do so, then without prejudice to HARTRON's as well as Haryana Police's rights and remedies otherwise, HARTRON on behalf of and in consultation with Haryana Police shall be entitled to terminate this contract forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.
- (ii) The termination of this contract in whole or part under any conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination or otherwise.
- (iii) If during the currency of the contract, the vendor becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, HARTRON on behalf of and in consultation with Haryana Police may, at any time, terminate the contract agreement by giving written notice to the vendor. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to HARTRON and Haryana Police.

9.21 Consequences of termination

- (i) Upon termination, the vendor shall deliver or cause to be delivered all works carried out for and on account of the Haryana Police and all data

and records required from or on account of the Haryana Police to the Haryana Police.

- (ii) Termination of the contract agreement shall not affect any continuing obligations of the vendor under the contract agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the vendor.
- (iii) Upon termination of the contract agreement for any reason whatsoever, the vendor shall return to the Haryana Police, any and all confidential information and any other property of the Haryana Police.
- (iv) HARTRON on behalf of and in consultation with Haryana Police may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the vendor and the vendor shall be liable for any additional costs for such services.
- (v) The vendor shall continue the performance of the contract agreement to the extent not terminated.
- (vi) Upon termination of the contract agreement for whatsoever, HARTRON on behalf of and in consultation with Haryana Police shall have the right to impose the following penalties:-
 - (a) Forfeiture of earnest money
 - (b) Revoking of performance bank guarantee by HARTRON on advice of Police Department.
 - (c) Imposition of liquidated damage.
 - (d) Black listing of the vendor.

9.22 Un-avoidable circumstances

If the vendor is prevented from performing any of its services under the contract agreement due to causes such as fire, acts of God, or elements, embargoes, governmental orders, the vendor shall be excused from the non-performance of its obligations during the period that such cause continues to exist, but if such cause continues to exist and prevents performance by the vendor of its obligations for more than 60 days, HARTRON on behalf of and in consultation with Haryana Police may terminate the contract agreement in whole or part thereof effective upon delivery to the vendor of written notice of such termination. Upon termination of the contract agreement under this Section, the provisions regarding consequences of termination set out in relevant Section shall apply.

9.23 Arbitration

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred to for arbitration to the Principal Secretary and Financial Commissioner for Haryana Government, Home Department or any other officer/official appointed by him and his decision shall be final and binding, and where. The matter involves a claim of the amount if any awarded in such arbitration it shall be recoverable in respect of the matters so referred to.

9.24 Acquaintance with all conditions

The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the bidder shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the contract or to evading any of his obligations under the contract.

Section 10
Bill of Material

10. BILL of MATERIAL

S.No	Equipment	Quantity
1	High End Forensic Workstation	1
2	Forensic Workstations	2
3	Kit consisting of External IDE/SATA, SCSI, USB write protect devices	1
4	High Speed Imaging device with all adapters	1
5	Live Server Acquisition Kit	1
6	Mobile Data Extraction Device (<i>Cellibrite UFED Physical Pro and data Pilot Secure View</i>)	2 each
7	Portable Cyber Forensic Laboratory	1
8	Accessdata/Encase Forensic Toolkit	2
9	Password Recovery List	1
10	Advance Link Analysis system with database designer and pattern analysis capability	1
11	Steganography Investigation Tool	1
12	Voice Biometric	1

PROFORMAS

are valid for a period of 120 days from the opening of the commercial bid or six months from the last date of submission of the RFP, whichever is later.

3. EARNEST MONEY

We have enclosed the earnest money in the form of Bank Draft amounting to Rs. 2 lacs in favour of Haryana State Electronics Development Corporation Ltd. payable at Chandigarh. It is liable to be forfeited in accordance with the provisions of RFP document.

4. ASSURANCE

We declare that all the services shall be performed strictly in accordance with the technical specifications and other terms and conditions covered in RFP document.

5. BID PRICING

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

6. QUALIFYING DATA

We confirm having submitted the qualifying data as required by you in your RFP document. In case you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same, in time, to your satisfaction.

7. We hereby declare that in case the contract is awarded to us, we shall submit the Bank Guarantee as per terms of RFP document.

8. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief. We further declare that we have read the provisions of this RFP and confirmed that these are acceptable to us.

9. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration and replacement.

10. We understand that you are not bound to accept the lowest or any bid by you.

Thanking you,

Yours faithfully,

(Authorised Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal of the company:

(To be enclosed with Pre Qualifying Bid)

Proforma – 2
PARTICULARS OF BIDDERS AND MANUFACTURERS

FOR RFP NO. _____

1. Name of the Bidder			
2. Address of the Bidder			
	Tel.	Fax	
3. Year of establishment			
4. Bidder's proposal number and date			
5. Name, Designation and address of the officer to whom all references shall be made regarding this RFP			
	Tel:	Mobile:	
	Fax:	Email:	
6. Annual turnover of the firm for the last 2 successive years (in Rs.)	Year	Turn over	Profit
	2008-2009		
	2009-2010		
7. Details of Draft for Earnest money deposited	Draft No.		
	Bank Name:		

Signature _____
 Name _____
 Designation _____
 Date _____
 Company seal _____

(To be enclosed with Pre Qualifying Bid)

**Proforma 3
MANUFACTURER/ AUTHORISED RESELLER WARRANTY**

We, M/S ----- warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material. Workmanship and manufacturing shall be of the highest grade and quality and consistent with the established and generally accepted standards. Materials of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly.

We, M/S----- also undertake that in case any item supplied by us found to be defected, faulty, or used at any stage, it shall be replaced by us at our cost.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

(To be enclosed with Prequalification bid on the official letter head of the bidding company)

**Proforma - 4
UNDERTAKING FOR MANAGEMENT**

We, M/S ----- undertake that we will provide the on site project management for Cyber Crime Investigation Laboratory for Haryana Police during the installation and commissioning period as per RFP.

We, M/S ----- further undertake that we will manage the said system for a period as per the terms and conditions mentioned in the RFP document. The period of this facility management and operation will begin after the clearance of acceptance test of the project and with effect from the date on which acceptance certificate for the successful commissioning of the system is issued.

We M/s _____ also agree to extend the project management s per the terms and conditions mentioned in the RFP Document if required by the tenderer.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

(To be enclosed with Technical Bid on the official letter head of the bidding company)

Proforma - 5
UNDERTAKING FOR SYSTEM INSTALLED IN COMPLETE RESPECT, TRAINING, ETC.

We, M/S ----- undertake

1. That we undertake that the Cyber Crime Investigation Laboratory proposed to be installed and commissioned is complete in all respects adhering the requirements specified in the RFP.
2. that after the expiry of the project management period, we will handover the total system in running condition with the same or improved specifications as was supplied by us.
3. that we will accordingly train the manpower of Haryana Police as per the scope of training under RFP document, so that the concerned officers/officials of Haryana Police can handle the system, once the project management period is over.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

(To be enclosed with Prequalification bid on the official letter head of the bidding company)

Proforma 7
Indemnification from proprietary rights

From

To

Managing Director,
HARTRON, SCO 111-113
Sector 17-B, Chandigarh

We M/s _____ indemnify Hartron & Haryana Police against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

(To be enclosed with Prequalification bid on the official letter head of the bidding company)

**Proforma 8
Indemnification from patent rights**

From

To

Managing Director,
HARTRON, SCO 111-113
Sector 17-B, Chandigarh

We M/s _____ indemnify Hartron & Haryana Police against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

(To be enclosed with technical bid)

**Proforma 9
TECHNICAL BID**

**Managing Director
Haryana State Electronics Dev. Corpn. Ltd.,(HARTRON)
SCO 111-113, Sector 17-B,
Chandigarh.**

We M/s _____ offer to undertake that the Cyber Crime Investigation Laboratory for Haryana Police proposed to be installed and commissioned is complete in all respects adhering to the requirements specified in the RFP in conformity with this offer as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

<u>Sr.no</u>	<u>Name of the item</u>	<u>Qty</u>	<u>Make/model</u>
1.	High End Forensic Workstation	1	
2.	Forensic Workstations	2	
3.	Kit consisting of External IDE/SATA, SCSI, USB write protect devices	1	
4.	High Speed Imaging device with all adapters	1	
5.	Live Server Acquisition Kit	1	
6.	Cell Phone Forensic suites <i>Cellibrite UFED Physical Pro data Pilot Secure View</i>	2 each	
7.	Portable Cyber Forensic Laboratory	1	
8.	Accessdata/Encase Forensic Toolkit	2	
9.	Password Recovery List	1	
10.	Advance Link Analysis system with database designer and pattern analysis capability	1	
11.	Steganography Investigation Tool	1	
12.	Voice Biometric	1	
13.	Warranty		
14.	AMC		

We undertake, if our bid is accepted, to commence the work immediately and to complete the project deliverables as the case may be within the stipulated time frame of eight months from the date of receipt of your Notification of Award.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We have enclosed demand draft no----- Dated ----- drawn in favour of Haryana State Electronics Development Corporation Ltd. for Rs 2.00 lacs as EMD.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities.

Dated _____ Day of _____ 2010

Signature & Seal

(in the Capacity of)

Only Authorized to sign bid for and on behalf of _____

Full Name : _____

Full address : _____

(To be enclosed with technical bid)

**Proforma 10
TECHNICAL DEVIATIONS**

**Subject: Technical Deviations for Supply, installation and commissioning of
Cyber Crime Investigation Laboratory for Haryana Police**

Dear Sir,

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
--------------------	-----------------------	---------------------	---

Date

Signature

Name

Place

Seal

(To be enclosed with Commercial bid)

Proforma 11
FINANCIAL BID

Managing Director
Haryana State Electronics Dev. Corpn. Ltd.,(HARTRON)
SCO 111-113, Sector 17-B,
Chandigarh.

We M/s _____ offer to undertake that the Cyber Crime Investigation Laboratory for Haryana Police proposed to be installed and commissioned complete in all respects adhering to the requirements specified in the RFP in conformity with this offer as may be ascertained in accordance with the solution provided in the technical Bid.

<u>Sr.no</u>	<u>Name of the item</u>	<u>Qty</u>	<u>Make/model</u>	<u>Unit rate</u>	<u>Total cost</u>
1.	High End Forensic Workstation	1			
2.	Forensic Workstations	2			
3.	Kit consisting of External IDE/SATA, SCSI, USB write protect devices	1			
4.	High Speed Imaging device with all adapters	1			
5.	Live Server Acquisition Kit	1			
6.	Cell Phone Forensic suites				
	<i>Cellibrite UFED Physical Pro</i>	2			
	<i>data Pilot Secure View</i>	2			
7.	Portable Cyber Forensic Laboratory	1			
8.	Accessdata/Encase Forensic Toolkit	2			
9.	Password Recovery List	1			
10.	Advance Link Analysis system with database designer and pattern analysis capability	1			
11.	Steganograpy Investigation Tool	1			
12.	Voice Biometric	1			
	Total equipment cost				
13.	Training				
14.	Project management for 1 st year				
15.	Project management for 2 nd year				
16.	Project management for 3 rd year				

17.	Total cost (Training + project management)				
-----	--	--	--	--	--

1. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the job will be completed within one month unless other wise specified in the purchase order.
2. Terms of Delivery: The landed prices quoted are inclusive of current Excise Duty, Freight, Insurance, Sales Tax, etc.
3. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical bids and that we shall remain bound by a communication of acceptance within that time.
4. We hereby certify that we have read and understood the terms and conditions applicable to the bidder and we do hereby undertake to supply as per these terms and conditions.
5. Certified that the Bidder is:

A sole proprietorship firm and the person signing the bid/offer is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid/offer is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

7. A company and the person signing the bid/offer is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid/offer document.

8. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

Dated: this _____ day of _____ 2010

Signature of Bidder

Details of enclosures

Full Name : _____

Full address : _____

Tel. No. _____ Fax

no _____

E-mail: _____

(To be enclosed with commercial bid)

Proforma 12
FINANCIAL DEVIATIONS

Subject: Financial Deviations for carrying out various activities related to Supply, installation and commissioning of Cyber Crime Investigation Laboratory for Haryana Police.

Dear Sir,

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
----------------	-------------------	-----------------	---

Date

Signature

Name

Place

Seal

Proforma 13
DECLARATION BY THE BIDDER

(To be enclosed with pre qualification Bid)

NAME OF THE BIDDER: M/s _____

The bidder is requested to sign and affix their seal on each page of this document and submit this duly signed original RFP document with pre-qualification bid in respective cover without fail.

The bidder is also requested to give the following declaration as per the format.

We M/s _____ have gone through the terms and conditions and will abide by them as laid down vide pages from 1 to ____ (RFP containing Pre-qualification, Technical, Commercial Bid and all relevant Annexures and formats enclosed)

We M/s _____ hereby confirm that our firm has not been blacklisted by any State Government / Central Government. We M/s _____ further confirm that our firm has no legal case pending in any of the courts for winding up the company.

We M/s _____ hereby declare that the particulars furnished by us in this offer are true to the best of our knowledge and we further understand and accept that, if at any stage the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also is liable for any penal action that may arise due to the above.

Date:

Place:

Seal of Bidder: _____

Signature :

Name :

Designation :

Appendix

Format of Performance Bank Guarantee in favour of HARTRON

In consideration of Haryana State Electronics Development Corporation Ltd. (HARTRON) and having its Headquarter at SCO 111-113, Sector 17B, Chandigarh, which expression unless the context otherwise requires, shall include its successors and permitted assigns (the "HARTRON") having agreed to accept from [] (the name of the Successful bidder) a company incorporated, organized and subsisting under the Companies Act, 1956 (1 of 1956) and having its registered office at [..] which expression unless the context otherwise requires, shall include its successors and permitted assigns (the "Successful bidder") under the terms and conditions of an agreement dated the [.....] day of [.....] between the HARTRON and the Successful bidder for Supply, Installation & Commissioning and project management of cyber crime investigation laboratory for Haryana Police on turnkey basis as specified in the RFP Document for the same. Security deposit for the due fulfilment by the Successful bidder of the terms and conditions contained in the Contract Agreement on production of an interest free bank guarantee ("Performance Bank Guarantee") of 10% of the total project value of Rs. _____ (_____ rupees only) amounting to Rs. _____ (_____ rupees only) in favour of the HARTRON to be renewed annually up to the currency of the contract Agreement. The guarantee amount for such annual renewal shall be calculated on the basis of the balance amount of the total project cost.

1. We, [] (name of the, Bank) do hereby guarantee and undertake to indemnify and pay and keep indemnified the HARTRON in terms of the Contract Agreement to the extent of this Bank Guarantee value of Rs. _____ (_____ rupees only).
2. We, [] (name of the Bank) further agree that if a demand is made by the HARTRON for honouring the Performance Bank Guarantee we, [] (name of the Bank) having no right of decline to cash the same for any reason whatsoever. The fact that there is a dispute between the HARTRON

and the Successful bidder is no ground for us [] (name of the Bank) to decline to honour the Performance Bank Guarantee.

3. We, [] (name of the Bank) further agree that a mere demand by the HARTRON is sufficient for us [] (name of the Bank) to pay the amount covered by the Performance Bank Guarantee without reference to the Successful bidder and any protest by the Successful bidder cannot be valid for us [] (name of the Bank) to decline payment to the HARTRON.

4. We, [] (name of the Bank) further agree that the HARTRON shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Contract Agreement or to extend time of performance by the Successful bidder from time to time or to postpone for any time or from time to time, any of the powers exercisable by the HARTRON against the Successful bidder and to forbear or enforce any of the terms and conditions relating to the Contract Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the Successful bidder or for any forbearance, act or omission on the part of the HARTRON or any indulgence by the HARTRON to the Successful bidder or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us [] (name of the Bank).

5. We [] (name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the HARTRON in writing.

DATED THE [] DAY OF [] Signatures _____

Name _____

Designation _____

For [Name of the Bank]

(Seal of the Bank)