

# **U.P. Electronics Corporation Limited**

## **(A U.P. Government Undertaking)**



### **Request for Proposal (RFP)**

**For**

**SELECTION OF AGENCY FOR SUPPLY & INSTALLATION OF  
FORENSIC EQUIPMENT AT ANTI TERROR SQUAD (ATS), UP**

**Tender No: UPLC-HW-ATS-FORENSIC-EQUIPMENT-072018**

**U.P. Electronics Corporation Limited**

**(A U.P. Government Undertaking)**

**10, Ashok Marg, Lucknow**

**Tel: 0522- 2286808, 2286809, 2288750 Fax: 0522-2288583**

**E-mail :- [upclko@gmail.com](mailto:upclko@gmail.com), Website:- [www.uplc.in](http://www.uplc.in)**

Contents

<b>Section I - Invitation for Bids</b> .....	4
1.1 Introduction of the Project .....	4
1.2 Issuer of the RFP.....	4
1.3 About the RFP Document .....	4
1.4 Key Events & Dates .....	5
1.5 Pre-Bid Conference and Queries.....	5
1.6 Amendment of RFP Document .....	5
<b>Section II - Qualification Criteria</b> .....	6
<b>Section III- Scope of Work</b> .....	7
3.1 Scope of work .....	7
3.2 Bill of Material .....	9
3.3 Technical Specifications of Forensic Equipment.....	9
3.4 Schedule.....	17
3.5 Insurance .....	18
3.6 Transportation.....	18
3.7 Final Acceptance sign off.....	18
<b>Section IV – Service Level Agreements</b> .....	19
<b>Section V- Instructions to Bidders</b> .....	21
5.1 Instructions to the Bidders .....	21
5.2 Procedure for Submission of Bids .....	23
5.3 Validation of interlineations in Bid.....	25
5.4 Clarification on RFP .....	25
5.5 Documents Comprising the Bids.....	25
5.6 Prices .....	26
5.7 Bid Security (Earnest Money Deposit) .....	26
5.8 Bid Validity Period .....	27
5.9 Modification and Withdrawal of Bids .....	27
5.10 Opening of Bids .....	27
<b>5.10.1 Opening of Technical Bid</b> .....	27
<b>5.10.2 Evaluation of Qualification Bid</b> .....	28
<b>5.10.3 Bids Not Considered For Evaluation</b> .....	28
<b>5.10.4 Criteria for Evaluation and Comparison of Technical Bids</b> .....	29
<b>5.10.5 Opening of Financial Bids</b> .....	29
<b>5.10.6 Comparison of Financial Bids</b> .....	29
5.11 Negotiation .....	30
5.12 Rectification of Errors .....	30
5.13 Contacting UPLC / Department.....	30
5.14 UPLC's Right to Accept Any Bid and to reject any or All Bids .....	30
5.15 Notification of Award.....	31
<b>5.15.1 Notification to Bidder</b> .....	31
<b>5.15.2 Signing of Agreement</b> .....	31
5.16 Discharge of Bid Security.....	31
5.17 Failure to abide by the Agreement .....	31
5.18 Bank Guarantee for Performance.....	31
5.19 Confidentiality of the Document .....	32
5.20 Rejection Criteria.....	32
5.21 UPLC's right to vary Scope of Work at the time of Award .....	34

<b>Section VI – General Conditions of Agreement</b> .....	35
1.1 Form of Agreement .....	35
1.2 Definitions .....	37
1.3 Representations & Warranties .....	38
1.4 Scope of Work/Agreement .....	38
1.5 Duration of the Agreement .....	39
1.6 Performance Guarantee .....	39
1.7 Agency’s Obligations .....	39
1.8 Statutory Requirements .....	40
1.9 Risk Management .....	40
1.10 Indemnity .....	41
1.11 Term and Extension of the Agreement .....	41
1.12 Prices .....	41
1.13 Payment Schedule .....	41
1.14 Invoicing .....	42
1.15 Default by the Agency .....	43
1.16 Termination of the Agreement by Agency .....	43
1.17 Termination .....	43
1.18 Penalty .....	46
1.19 Liquidated Damages .....	46
1.20 Approvals .....	46
1.21 Dispute Resolution .....	46
1.22 Limitation of the Bidder’s Liability towards UPLC .....	47
1.23 Conflict of Interest .....	48
1.24 Governing Language .....	49
1.25 “No Claim” Certificate .....	49
1.26 Force Majeure .....	49
1.27 General .....	50
1.28 Exit Management .....	51
1.29 Miscellaneous provisions .....	52
<b>Section VII- Format for Response to RFP: Qualification Bid</b> .....	53
7.1 Format 1 –Proposal Covering Letter .....	53
7.2. Format 2 - General Information about the Bidder .....	55
7.3. Format 3 - Financial Information .....	56
7.4. Format 4 - Format for Past Experience .....	57
7.5. Format 5 - Declaration Regarding Clean Track Record .....	58
7.6. Format 6 – Proforma of Bank Guarantee towards Performance Security .....	60
7.7. Format 7 – Technical compliance format .....	63
<b>Section VIII- Format for Response to RFP: Financial Bid</b> .....	73
1.1 Format 1 - Commercial Bid Letter .....	73
1.2 Format 2 – Cost summary .....	75

## Section I - Invitation for Bids

### 1.1 Introduction of the Project

- a. The U.P. Electronics Corporation Limited (**UPLC**) on the part of Head Office of Anti Terror Squad (ATS), Lucknow, Uttar Pradesh has decided to select an Agency for Supply & Installation of Forensic Equipment for Anti Terror Squad (ATS), UP.
- b. The e-Bid document is available on e-tender portal <http://etender.up.nic.in>. Interested Bidders may download the e-Bid document, Corrigendum and clarifications from the e-tender portal.
- c. The e-Bids shall be submitted **online only** on e-tender portal <http://etender.up.nic.in>, up to the date and time mentioned in the **Section 1.4**.

### 1.2 Issuer of the RFP

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow.

Phone: 0522- 2286808, 2286809 Fax: 0522-2288583

E-mail: [upclco@gmail.com](mailto:upclco@gmail.com)

Website: [www.uplc.in](http://www.uplc.in)

Any proposal received by UPLC after the deadline for submission of proposals mentioned in the Key Events & Dates as per **section 1.4** will be summarily rejected. UPLC shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

### 1.3 About the RFP Document

- a. This RFP provides information regarding the Procurement, Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP

documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

#### 1.4 Key Events & Dates

SN	Event	Target Date
1	Cost of Bid Document	₹ 1,000/-
2	Bid Security/Earnest Money Deposit	₹ 1,00,000/-
3	Publication of the RFP	13-07-2018
4	Bid Clarification Start	14-07-2018 - 09:-00 AM
5	Bid Clarification End	17-07-2018 18-00 PM
6	Bid Submission Start Date	14-07-2018 - 09:-00 AM
6	Bid Submission End Date	28-07-2018 - 17:00 PM
7	Date of opening of Technical Bid	30-07-2018 - 12:00 PM
8	Date of opening of Commercial Bid	To be informed later on

#### 1.5 Pre-Bid Conference and Queries

UPLC may incorporate any changes in the RFP based on acceptable suggestions received in the form of Pre-Bid queries in terms of qualifying Criteria, General Terms & conditions and Scope of Work. However, the technical specifications of equipment have already finalized by Anti Terror Squad (ATS), Lucknow, hence any pre-bid queries on technical specifications will not be considered. The decision of Anti-Terror Squad (ATS), Lucknow regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions, which are received late. The responses to the queries shall be conveyed to all the prospective Bidders by way of hosting amendments / clarifications / corrigendum on the e-tender portal <http://etender.up.nic.in> in accordance with the respective clauses of the RFP within **02 working days** and no participant would be intimated individually about the response of UPLC. **The Bidders are requested to send their consolidated queries to the official e-mail of UPLC only once before day from the date of pre-bid conference (as per key events & dates), further queries sent by the Bidders shall not be entertained.**

#### 1.6 Amendment of RFP Document

At any time before the deadline for submission of Bids, UPLC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal <http://etender.up.nic.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

## Section II - Qualification Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Bidders failing to meet any one of the qualification criteria as mentioned below or not submitting requisite supporting documents / documentary evidence for supporting qualification criteria are liable to be rejected summarily.

SN	Clause	Documents Required
1	The Bidder should be registered in India under Registrar of Companies Act 1956/ Proprietorship / Partnership	Should provide certificate of Incorporation / Firm GST Registration Certificate
2	The bidder should be a branded / original equipment manufacturer (OEM) of equipment required or their authorized dealer / distributor / supplier who has been authorized by the OEM to participate in this tender.	Bidder should submit documentary evidence of OEM. In case, the bidder is not OEM then they should provide a proper authorization from the OEM, for participating in this tender against quoted items.
3	Bidder should have installed the offered equipment's similar to required Cyber / Digital Forensic tools product in at-least 5 different Central / State Government / PSUs India, in last 05 financial year	Copy of Purchase order with its installation/ satisfactory/ Completion report from minimum 5 client dept., dully signed,.
4	The Bidder should have an average annual turnover of at least INR 15 Lakh during the last three financial years. (2016-17, 2015-16, 2014-15	Audited profit and Loss Statement and Balance sheets. Statutory Auditor's certificate or certificate from the company Secretary of the bidder/ Chartered Accountant clearly specifying the Turn over for the specified years
5.	The Bidder should certify that they have support mechanism in India, either directly or through their authorized channel partners / dealers in Uttar Pradesh.	Undertaking from the authorized signatory of the bidder
6.	The bidder should have Service support centers in Uttar Pradesh.	Should upload the address and contact numbers of Service centers.
7.	The bidder is required to submit an affidavit on 10 rupees stamp paper stating that: - there is no dispute between the bidder and state Government / UP Police. The bidder has no link with Mafia or some unsocial elements or organized crime. Bidder's firm should not be black listed by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law.	Should upload a scanned copy of 10 rupees notarized stamp paper with full description as mentioned in Sr. No.07. Bidder should submit the Stamp paper original along with EMD / Tender Fees.

8.	The power-of-attorney authorizing the bidder to sign the e-Bid/ contract.	Should upload the undertaking form the authorized signatory for the person signing the e-Bid/ Contract. Bidder / Authorized person who shall sign the offer and all the enclosures submitted by them should have signature with their designation, seal and date.
9.	Self-attested photocopy of valid (i) GSTN (ii) photo copy of PAN (iii) Bank account no., name of bank and branch and FSC Code.	Should upload a copy of each certificate.
10	Bidder should submit the Cost of e-Bid document.	• Scan Copy of Tender Fee in form of as desired, should uploaded with technical bid and Original Copy after Technical & Financial bid Opened. If not submitted, legal action (Cancellation of Registration and Black Listing) will be taken.
11	Bidder should submit the e-Bid security (EMD).	• Scan Copy e-Bid security (EMD) in form of as desired, should uploaded with technical bid and Original Copy after Technical & Financial bid Opened. If not submitted, legal action (Cancellation of Registration and Black Listing) will be taken.
12.	The bidder should submit the OEM's technical compliance sheet.	Technical Data sheet, leaflet, Brochures of equipment.

**Change in Qualification Criteria**

If there is a change in the status of the Bidder with reference to any of the Qualification criteria specified above, during the Bid Process till the award of the Project, the Bidder should immediately bring the same to the notice of UPLC.

**Section III- Scope of Work**

**3.1 Scope of work**

The minimum specified Scope of work to be undertaken by the Bidder for Supply & Installation of Forensic Equipment, is mentioned below. The selected Bidder shall perform the services as per the scope of work and period of the Agreement.

1. Supply, Installation, and Commissioning of Forensic Equipment at **Office of ATS, Lucknow, UP.**
2. The bidder will supply, install and commission Forensic Equipment and its System Software and cables for the efficient working of the Device.
3. The system should be capable to cater the requirement of Forensic Equipment.
4. All devices will be under warranty for a period of On Site Comprehensive Warranty of the equipment (including software and hardware) will be **THREE YEARS** on parts and labour form

- the date of supply and successful installation. Maintenance work of the supplied equipment shall be done by the supplier firm during warranty period.
5. The bidder has to organize at least one training session for operation of the system at no additional cost.
  6. All charges towards features of the Forensic Equipment (including any maintenance charges) shall be borne by the selected Bidder.
  7. The Selected agency shall upload, installed and configure System Software for Forensic Equipment. The Selected bidder shall also responsible to provide, upload & install all updates and patches of Forensic Equipment Software. The inbuilt software provided by OEM of Forensic Equipment should be uploaded, installed and configured.
  8. The Knowledge Transfer (Training) will be given to Office of ATS, UP by Selected Bidder as per requirement of ATS, Lucknow.
  9. Quoted equipment should be complete working system with all necessary accessories including stabilizer / UPS, cables, wires etc. to run the system properly at the time of installation.
  10. After the receipt of goods in Forensic Science Laboratory, as specified in the purchase order, installation where needed shall have to be carried out by the firms at the required places within Uttar Pradesh.
  11. Any conditional discount on quantity basis (different discounts for different quantities) shall not be acceptable and such offers shall be rejected out rightly. However, unconditional discount given on quoted price on whole quantity, mentioned in financial offer only be acceptable.
  12. Bidders must come prepared to demonstrate their goods in UP ATS Headquarter., Lucknow on the next date of opening of technical bid. Demonstration will be asked if required, failing which tender will be rejected/ disqualify.
  13. After thorough examination if the equipment delivered is found defective and unserviceable, it is to be replaced with new one within 30 days in case of indigenous items and 90 days in case of imported items. The expenditure incurred on this account will be borne by the "Supplier Firm". In case of inability to do so, the total cost of the equipment shall have to be refunded by the firm to the government of U.P.
  14. Special Terms and conditions if any for any particular equipment has been mentioned below the specifications the equipment in the tender form.
  15. If any item is on GeM / D.G.S & D/D.I. rate / latest purchase order for supply of mentioned Forensic Equipment to other Central / State Departments or Institutions for contract enclose copy of rate contract along in the technical offer.
  16. Bidders firms will also impart hands on training for the supplied equipment at the site of installation and wherever necessary free of cost. (Minimum 10 batches of 10 participants).



17. Due to continuous research and developments and introduction of new models tendered can supply upgraded model at the quoted price with permission of the department.
18. Bidders firms should ensure that they will make available consumables, spares and services for equipment at least for five years from the date of supply and installation.
19. If supplier is unable to supply consumables, spares and services for five years, he has to take back the supplied equipment and replace it by upgraded version free of cost. Supplier firm will provide driver software for new operating systems free of cost for five years.
20. All disputes will be subject to jurisdiction of court at Lucknow only.
21. All the items quoted should have minimum technical specifications given in the tender.

### 3.2 Bill of Material

The selected Bidder shall be required to Supply & Installation of Forensic Equipment at the ATS, Lucknow, Lucknow may increase the number of devices depending upon the requirement of Headquarter, Anti Terror Squad (ATS), Lucknow, UP, Lucknow. The increase in number shall also be conveyed to the selected Bidder.

### 3.3 Technical Specifications of Forensic Equipment (Bidder Allowed to bid Product meeting the same specification or of Higher specifications)

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
1	हार्डवेयर बेस्ड इमेजिंग टूल मॉडल: TD2	<p>Greater than 2TB HARD DRIVES support</p> <p>Forensically duplicates HDD's faster than ever-up to 15 GB/min while concurrently calculating MD5 and SHA-1 hashes.</p> <p>Standard features include Dist-to-Disk (clone) and Disk-to-File (image) duplication, Format, Wipe, Hash (MD5 or SHA-1), HPA/DCO detection and removal, and Blank Disk Check. Make on (1:1), Two(1:2), or three (1:3) copies of evidence drives. Acquisitions of USB 3.0, SATA, and IDE/PATA devices can be directed to either USB 3.0 or SATA output devices.</p> <p>Option to acquire SAS drives with additional modules outputs to raw DD, .e01 (compressed), .ex01 (compressed), or .dmg formats USB 3.0 convenience and speed built inextensive log files is easy to view and save Built-in, user-selectable MD5 and SHA256 verification Hash re-verification on read from destination(s)-user-selectable Colour LCD user</p>	01	03 Years Onsite Comprehensive

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		interface		
2	हार्डवेयर बेस्ड इमेजिंग टूल: TD3 Forensic Imager with SAS Protocol Module	<p>Portable kit which contains a complete family of hardware write blockers along with adapters and connectors Should include USB 3.0 IDE/SATA, SAS, USB3, FireWire, Forensic Card Reader, Power Supplies, Cables and Adapters.</p> <p>All Write Blockers and accessories should be organized in a ruggedized pelican case Used in acquiring a forensically sound image of virtually any hard drive or storage device you may encounter All drive interface cables, connectors/adapters</p> <p>Kit Should include a high performance, reliable, and easy to use forensic duplicator – with a high resolution, touch screen User interface (UI). It supports forensic imaging of SATA, IDE 3.0, SAS, and FireWire (1394 A/B) storage devices and iSCSI network shares. Disk-to-File Duplication (Compressed .e01 &amp; .ex01), Dist-to-Disk Duplication (Cloning), Compute Hash Values, Verify Hash Values, HPA/DCO Disable, Blank Check Drives, Format Drives, Wipe Drives, Display, Print, and Save Logs, Secure User Profiles High-resolution, color touch screen user interface, used to control and monitor ongoing operations. Wizard driven UI uses simple touch gesture to select and initiate all functions Network based forensic acquisitions, remote triage applications, or network based “write blocking”, the Forensic Imager 3 comes with an integral network connection. View Drives and Collect Evidence as a Remote Write Blocker Imaging of all Mac Machines without the need to remove the Hard from the mac machine.</p>	01	03 Years Onsite Comprehensive
3	राइट ब्लॉकर्स मॉडल: Ultra kit 4	<p>Portable kit which contains a complete family of hardware write blockers along with adapters and connectors Should include USB 3.0 IDE/SATA, SAS, USB3, FireWire, Forensic Card Reader, Power Supplies, Cables and Adapters. All Write Blockers and accessories should be organized in a ruggedized pelican case Used in acquiring a forensically sound image of virtually any hard drive or storage device you may encounter select the appropriate Write Blocker and attach it to the source drive and use your desktop or laptop to acquire a forensically protected disk image to an internal drive or externally connected drive enclosure.</p> <p>Support for IDE/SATA, SAS, USB, Firewire</p>	01	03 Years Onsite Comprehensive

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		All drive interface cables, connectors/adapters Built-in, user-selectable MD5 and SHA256 verification All of content of the kit should be skillfully bundled in a rugged pelican waterproof case perfect for field acquisition.		
4	फॉरेंसिक सिस्टम मॉडल: Forensic Recovery of evidence device (FRED)	<ul style="list-style-type: none"> <li>• 23 3/4" High, 8 3/8" Wide, 25 1/4" Deep-80 lbs</li> <li>• Intel Core i7-6800K CPU (Hex Core Processor), 3.4 GHz, 15MB Intel Smart Cache</li> <li>• 32 GB (2x16GB) PC3-17000 DDR4 2133 MHz Memory</li> <li>• 1x256 GB Solid State SATA III Drive - OS Drive</li> <li>• 1x256 GB Solid State SATA III Drive - Temp/Cache/DB Drive</li> <li>• 1x4.0 TB 7200 RPM SATA III Hard Drive – Data Drive installed in HotSwap Bay1</li> <li>• Nvidia GTX 1050Ti 4GB 128 bit DDR5 PCI-Express Video Card with 1 Display Port, 1 HDMI, and 1 DVI-D Ports</li> <li>• 22" Wide Screen LCD Monitor with Built-in Speakers</li> <li>• Windows 10 Professional (64 bit) Hardware Write Blocking:</li> <li>• USB 3.0 integrated forensic bridge for acquisition process monitoring providing ultimate flexibility for write-blocked acquisitions from different types of storage media: IDE, SATA, SAS, USB 3.0/2.0, FireWire IEEE 1394b and PCIe port with simultaneous imaging of two suspect drive on any 2 ports and Front Panel Write Protect Lock/Unlock Feature for Read and write mode capabilities for all device ports</li> </ul>	01	03 Years Onsite Comprehensive
5	पोर्टेबल फारेंसिक वर्कस्टेशन मॉडल: Freddie Forensic Recovery of Evidence Device (Diminutive Interrogation Equipment)	<ul style="list-style-type: none"> <li>• i7-6900K 8 Core [T1050], 15MB Intel Smart Cache</li> <li>• 32 GB (2x16GB) PC3-17000 DDR4 2133 MHz Memory</li> <li>• 1 x 256 GB Solid State SATA III Drive – OS Drive</li> <li>• 1 x 128 GB Solid State SATA III Drive – Temp/Cache/DB Drive</li> <li>• 1 x 2.0 TB 7200 RPM SATA III Hard Drive – Data Drive installed in HotSwap Bay1</li> <li>• Nvidia GTX 750Ti 2GB 128 bit DDR5 PCI-Express Video Card with 1 VGA (D-Dub), 1 HDMI, and 2 DVI-D Ports – supports up 4 displays</li> <li>• Windows 10 Professional (64 bit)</li> <li>• Hardware Write Blocking: Integrated IDE Drive Write Blocker/Integrated SATA Drive Write Blocker/Integrated SAS Drive Write Blocker/Integrated USB 3.0/2.0 Write</li> </ul>	01	03 Years Onsite Comprehensive

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		<p>BlockerIntegrated FireWire IEEE 1394b Write BlockerIntegrated PCIeWrite Blocker</p> <ul style="list-style-type: none"> <li>• Write-Block and Read/Write visibility via Lock/Unlock LEDs</li> <li>• Read and write mode capabilities for all device ports controlled via internal DIP switches</li> <li>• Allows simultaneous imaging of 2 attached devices</li> <li>• Digital Intelligence Forensic Media Card Reader – Read-Only and Read/Write switchable</li> <li>• ATX Aluminum Portable Case with Internal speakers, 17" Active TFT LCD Video</li> <li>• Display Panel, and Integrated Windows Keyboard w/Touchpad 500 Watt ATX Modular power supply</li> <li>• i7 Motherboard with Intel X99 Chipset</li> <li>• 7 PCI-Express 3.0(x16) Slots</li> <li>• 8 ports Intel 6 Gb/s SATA Express Controller (or 2 x SATA 6 Gb/s ports)</li> <li>• 1 ports ASMedia SATA Express Controller (or 2 x SATA 6 Gb/s ports)</li> <li>• 8 Channel High Definition Audio CODEC featuring Crystal Sound 2</li> <li>• 2 RJ45 LAN ports (Intel I210-AT, 1 x Gigabit LAN Intel I218LM, 1 x Gigabit LAN Controllers)</li> <li>• 2 eSATA 6 Gb/s ports – AS Media Controller</li> <li>• 11 USB 3.0/2.0 ports – 11 Side Mounted Left</li> <li>• 2 USB 3.1 ports – 2 Side Mounted Left</li> <li>• 1 Write Blocked USB 3.0/2.0 ports – Side Mounted Right</li> <li>• 2 FireWire IEEE 1394b (800 MB/s) ports – 1 Back Mounted, 1 Front Mounted (Write Blocked)</li> <li>• 4 x 2.5" SATA Drive Chassis with external access</li> <li>• 1 x HotSwap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays</li> <li>• BD-R/BD-RE/DVD±RW/CD±RW Blu-ray Burner Dual-Layer Combo Drive</li> </ul>		
6	फील्ड फॉरेंसिक डिवाइसेज मॉडल: VPER – Versatile Preservation & Examination Responder Kit	<p>Included: Ultrakit and Software  OS: Windows 10 Pro – 64 bit  CPU: i7-8700K 6 Core 3.7 GHz  RAM: 32 GB DDR4 2400  OS Drive: 512GB SSD  Temp/Cache Drive: 2TB SSD  DATA Drive: 2TB 5400rpm  Extra Battery: 01</p>	01	03 Years Onsite Comprehensive
7	फारेंसिक	<ul style="list-style-type: none"> <li>• Create images, process a wide range of data types from forensic images to email archives,</li> </ul>	01	03 Years Onsite Comprehensive

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
	<p>एनालिसिस सॉफ्टवेयर मॉडल: Forensic Toolkit (FTK)</p>	<p>analyze the registry, conduct an investigation, decrypt files, crack passwords, and build a report all with a single solution.</p> <ul style="list-style-type: none"> <li>• Database driven so that work associated with memory-based tools is not lost in the event of a GUI crash. Compartmentalized components allowing the processing workers to continue processing data without interruption.</li> <li>• Recover passwords from 100+ applications.</li> <li>• KFF hash library with 45 million hashes.</li> <li>• Advanced, automated analysis without the scripting.</li> <li>• True multi-threaded/multi-core support.</li> <li>• Wizard-driven processing ensures no data is missed.</li> <li>• Cancel/Pause/Resume functionality</li> <li>• Real-time processing status</li> <li>• CPU resource throttling</li> <li>• Email notification upon processing completion</li> <li>• Pre-and post-processing refinement</li> <li>• Advanced data carving engine allows you to specify criteria, such as file size, data type and pixel size to reduce the amount of irrelevant data carved while increasing overall thoroughness.</li> <li>• Create, import and export reusable processing profiles with pre-defined processing options for different investigative needs.</li> <li>• Support for 700+ image, archive and file types</li> <li>• Notes NSF, Outlook PST/OST, Exchange EDB, Outlook Express DBX, Eudora, EML (Microsoft Internet Mail, Earthlink, Thunderbird, Quickmail, etc.) Netscape, AOL and RFC 833</li> <li>• Process and analyze DMG (compressed and uncompressed), Ext4, exFAT, VxFS (Veritas File System), Microsoft VHD (Microsoft Virtual Hard Disk), Blackberry IPD backup files, Android YAFFS/YAFFS 2 and many more.</li> <li>• Create and process Advanced Forensic Format (AFF) images.</li> <li>• Supports Window®(32- and 64-bit), Apple®, UNIX® and Linus® operating systems</li> <li>• Comprehensive analysis of volatile data</li> <li>• Static RAM analysis from an image or against a live system</li> <li>• Enumerate all running processes, including those hidden by rookkits, and display associated DLLs, network sockets and handles in context.</li> <li>• Dump a process and associated DLLs for further analysis in third-party tools.</li> </ul>		

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		<ul style="list-style-type: none"> <li>• Memory string search allows you to identify hits in memory and automatically map them back to a given process, DLL or piece of unallocated space and dump the corresponding item.</li> <li>• Provides VAD tree analysis and exposes registry artifacts in memory and will parse and display handle information from memory.</li> <li>• Internet/Chat tab</li> <li>• Advanced Google Chrome analysis</li> <li>• 50+ Internet, Chat, P2P and online game carvers to automatically expose this critical evidence during processing Video thumbnails</li> <li>• Explicit Image Detection auto-identifies potentially pornographic images by analyzing shapes, orientation and flesh tones.</li> <li>• Automated malware triage platform solution, empowering organizations to proactively identify compromised systems. First layer of defense against the risk of imaging unknown devices and allows one to identify infected files and avoid exporting them after processing your data</li> </ul>		
8	फारेंसिक एनालिसिस सॉफ्टवेयर मॉडल: Internet Evidence Finder (IEF) With all Optional Modules and Triage	<p>IEF is a computer forensics software product that can recover data from a hard drive, live RAM, or selected files. IEF Recovers More types of Internet-related data</p> <ul style="list-style-type: none"> <li>• Social Networking Artifacts</li> <li>• Instant Messenger Chat History</li> <li>• Webmail</li> <li>• Full Web browser artifacts</li> <li>• P2P file sharing applications IEF Searches in More Places</li> <li>• Entire Logical or Physical Drives: .E01/dd images</li> <li>• Carves in Unallocated space/deleted space</li> <li>• Selected Files (pagefile.sys / hiberfil.sys files, and more)</li> <li>• Live RAM captures &amp; network PCAP files</li> <li>• Entire user-selected folders and sub-folders IEF finds More Relevant &amp; Accurate Data</li> <li>• Patent pending data recovery process</li> <li>• Single search for more than 50 artifacts</li> <li>• Customize your search by artifact(s) and locations to search</li> </ul>	01	03 Years Onsite Comprehensive
9	स्टेनोग्राफी डिटेक्शन एण्ड एनालिसिस टूल्स मॉडल: Stego Suit	<ul style="list-style-type: none"> <li>• Solution to quickly, accurately and easily detect steganography programs as a first look in the investigation process.</li> <li>• Results are easily reported back to the investigator of any installed or even previously installed applications.</li> <li>• Capability to scan forensic image of other popular</li> </ul>	01	03 Years Onsite Comprehensive

क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		<p>forensic tools such as Encase, FTK, dd, raw, ISO and safeback images.</p> <ul style="list-style-type: none"> <li>• State-of-the-art anomaly based steganography detection tool.</li> <li>• Once suspected carrier files are found; Stego Watch can automatically scan the entire file system and results are brought back into a easy to read interface with suspected files flagged.</li> <li>• Files flagged are detected with a blind detection technique looking for artifacts within those scanned media files and then displayed with a threat association and notification of any artifacts found. No prior knowledge of steganography programs should be necessary.</li> <li>• Full featured imaging and analysis tool allowing investigators to search for visual clues that steganography has in fact been utilized in both image and audio files. Provided is a file viewing panel which displays the individual file image or audio wave and the file attributes including image details, DCT coefficients, color pairs and more. In order to allow investigators to look for further clues that steganography is in use, we have included filter options that transform the images into one of three different presentations: Intensity, Saturation or Hue. Other filter options display only selected Least Significant Bits (LSBs) of specific colors. Since many steganographic techniques use LSB's for data hiding, viewing the LSBs of an image can sometimes reveal indicators of steganography.</li> <li>• Built in utility designed to obtain the pass phrase that has been used on a file found to contain steganography. Included with the purchase of the tool are popular password dictionaries in order to execute a dictionary attack.</li> </ul>		
10	मोबइल फॉरेंसिक टूल मॉडल: UFED4PC Ultimate with Chinex Module	<ul style="list-style-type: none"> <li>• All-in-one mobile forensic Software solution adding flexibility and convenience to investigations</li> <li>• Trusted technology providing users with all physical, file system and logical extraction capabilities</li> <li>• Should come with specialized adaptor to connect mobile handset to mitigate driver issues for various mobile handset.</li> <li>• Physical extraction and decoding while bypassing pattern lock/password/PIN from Android devices including HTC, LG, Motorola, Samsung Galaxy S family (including Galaxy SIII and S4), and more</li> <li>• Widest support for extraction and decoding from</li> </ul>	01	03 Years Onsite Comprehensive



क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		<p>Apple devices running iOS3+</p> <ul style="list-style-type: none"> <li>• Physical extraction from BlackBerry® devices running OS 4-7. Exclusive decoding: BBM data, apps, emails, Bluetooth and more.</li> <li>• Physical extraction and decoding from locked Nokia BB5 devices – password extraction from selected devices. Shall allow identification of mobile device by 8 visual elements selections</li> <li>• Shall be able to generate MD5 &amp; SHA256 hash signatures for data authentication</li> <li>• Shall be able to generate Reports with the organization logo.</li> <li>• Shall have advanced image carving capability</li> <li>• Shall have entities and hex bookmarking capability</li> <li>• Shall have Python scripting facility to enhance decoding and add customized decoding functions according to specific needs</li> <li>• Unrivalled access to locked devices by bypassing, revealing or disabling the user lock code</li> <li>• File system extraction from any device running Windows phone 7.5 and 8 including Samsung, Nokia, HTC, Huawei and ZTE</li> <li>• Should recover physical data from phones with Chinese chipsets. Enables the physical extraction of evidentiary data and passwords from phones manufactured with Chinese chipsets, such as MTK, Spreadtrum and Infineon using specialized proprietary tips at least 25+ tips for Chinese phones and connectors and alligator clips.</li> <li>• TomTom® trip-log decryption, and data extraction from other portable GPS devices</li> <li>• Rich set of decoding: application data, passwords, emails, call history, SMS, contacts, calendar, media files, location information etc.</li> <li>• Contains a unique, rich set of analysis features including timeline, project analytics, malware detection and watch list</li> <li>• Generate and customize easy-to-read reports and customize reports in different formats e.g. PDF, HTML, XML and Excel</li> <li>• Deploys custom boot loaders to ensure forensically sound extractions. Frequent updates to ensure compatibility with new phones as they enter the market</li> <li>• Exhibits multiple locations of a suspect on a single map</li> <li>• Unique evidence verification engine enables validation of recovered artifacts</li> </ul>		



क्र० सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Quantity	Warranty
		<ul style="list-style-type: none"> <li>User-friendly UI</li> <li>Camera Kit to Add image categories and descriptions in the UFED to generate reports, Capture image/videos of the device as evidence, even when data is not extractable</li> <li>Case containing specialized Tip Set inbuilt with boot loaders &amp; Proprietary Cable Set, SIM ID Cloning Cards, Micro SIM ID Cloning Cards, Nano SIM ID Cloning, Multi SIM Card Adapter, Memory Card Reader.</li> <li>Bidder should be OEM or direct Authorized Distributor or Reseller in India. In case of Distributor/Reseller; OEM/Manufacturer's Authorization for Supply and Service should be attached with the Tender.</li> <li>Bidder should have installed at-least 10 units of the offered product in at-least 5 different Central or State Government Organizations in India. Past Order copies to be attached for supporting the same.</li> <li>Bidder should have at least 3 years of experience in supplying Cyber/Digital Forensic tools and setting up cyber labs in various organizations in India</li> </ul>		
11	मोबइल फॉरेंसिक टूल मॉडल: Oxygen Forensic Suit Analyst	Live device acquisition – Yes Android devices rooting – Yes Device backups import – Yes Android and iOS images import – Yes Saving data to OFB backup – Yes Device data reports – Yes (PDF, RTF, XLS, HTML, XML, CSV, TSV, etc.)	01	03 Years Onsite Comprehensive

All above equipment should have On Site Comprehensive Warranty of the equipment (including software and hardware) will be THREE YEARS on parts and labour from the date of supply and successful installation. Maintenance work of the supplied equipment shall be done by the supplier firm during warranty period.

**The Bidder must submit the compliance format (Format No- 7) along with Technical Bid.**

### 3.4 Schedule

The selected Bidder shall be required to supply is to be executed as mentioned in the purchase order. Officer who is issuing purchase order can, permit extra time on his discretion If after making purchase agreement, any bidder fails to supply goods of desired quality and quantity within 30 days in case of indigenous supply and 60 days in case of foreign supply, supply order may be cancelled and Security Money/Earnst money deposited by bidder may be forfeited.

### **3.5 Insurance**

The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance including any incidental loss/damage for the Forensic Equipment and equipment of Infrastructure (Lab work station and provision for maintaining ambient temperature) etc. since the transportation, delivery and commissioning by the Bidder up to the last day of the Agreement period, All costs related to insurance shall be borne by the selected Bidder. The Insurance Certificate shall be shown during the Acceptance to be taken from UPLC.

### **3.6 Transportation**

The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated location/sites as specified by UPLC shall be borne by the selected Bidder.

### **3.7 Final Acceptance sign off**

The selected Bidder shall get a final Acceptance sign off receipt within 7 days of the successful installation of Forensic Equipment specified by UPLC / Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh. The selected Bidder shall provide following documents for the Final Acceptance sign off to the concerned authorities:

- a. Installation certificate mentioning the Forensic Equipment details like Genetic analyzer with its Serial Number etc. and also details of completion of (Lab work station and provision for maintaining ambient temperature)
- b. Quality certificate by OEM
- c. UPLC's Challan
- d. Post Delivery Inspection certificate (incase done by UPLC/ Client Team to check the Technical conformation as per the RFP)
- e. The date on which such Receipt is signed shall be deemed to be the date of acceptance by UPLC/ Client .
- f. The Bidders may contact to Head Office of Anti Terror Squad (ATS), Lucknow, Uttar Pradesh for any additional information.

## Section IV – Service Level Agreements

### 1.1 Service level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to UPLC for the duration of this Agreement. The selected Bidder and UPLC shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA. This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.

### 1.2 Category of SLAs

1. Supply is to be executed as mentioned in the purchase order. Officer who is issuing purchase order can, permit extra time on his discretion If after making purchase agreement, any bidder fails to supply goods of desired quality and quantity within 30 days in case of indigenous supply and 60 days in case of foreign supply, supply order may be cancelled and Security Money / Earnst money deposited by bidder may be forfeited.
2. The items quoted should be of repute/ standard brand. The bidder should mention full particulars about the brand, name, make, model, manufacturer and detailed specifications of the material offered by them with printed literature.

### 1.3 Liquidated Damages

- a. Subject to clause for Force Majeure, if the Selected Bidder fails to installation and ensure execution of the Forensic Equipment within specified period or if Bidder repudiates the Agreement before completion of the agreement period, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).
- b. The selected Bidder shall in addition to other remedies available to UPLC / Head Office of Anti Terror Squad (ATS), Lucknow, Uttar Pradesh be liable to pay a sum of INR 5,000/- (Rupees Five Thousand only) for every occasion if found that the selected Bidder is misusing the Forensic Equipment.

### 1.4 Penalty

- a. Clearly mention installation requirements in the technical offer. Only space and electrical points will be provided at the time of installation. Installation of the supplied equipment shall be completed within 30 days from the date of receipt of equipment, failing which equipment costing up to Rs.5 lacks, penalty of Rs.100-00 per day and for every additional 5 lacks Rs.100-00 per day may be charged.
  
- b. During warranty period in case of local service centers complaints should be attended Next Working Day and in case of out station service centers complaints should be attended within 7 days, failing which equipment costing up to Rs.15 lacks penalty of Rs.100.00 per day and for every additional 5 lacks Rs.100.00 per day may be charged.

## Section V- Instructions to Bidders

### 5.1 Instructions to the Bidders

- a. The Bidders should submit their bids **online only** in the Submission module of e-Procurement website <http://etender.up.nic.in>.
- b. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.
- c. The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned.
- d. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- e. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- f. Technical Bids will be electronically opened at **as per page 1**, in UPLC. The opening of financial bids shall be intimated later to all the technically qualified bidders.
- g. UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- h. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

- i. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- j. The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.
- k. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security
- l. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above
- m. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- n. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

- o. Bidders received after the due date and time or incomplete tenders will not be accepted. This office will not be responsible for postal delay. Conditional tenders will not be accepted.

## 5.2 Procedure for Submission of Bids

Submission of Bids shall be in accordance with the instructions mentioned below:

- a. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (a) above.
- c. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- d. The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.**
- e. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should

download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).

- f. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- g. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- h. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- i. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.



### 5.3 Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the Bid shall initial such corrections.

### 5.4 Clarification on RFP

- a. A prospective Bidder requiring any clarification on the RFP Document may submit his queries through email and as per schedule indicated in “**Key Events and Dates**”. The queries must be submitted in the following format only to be considered for clarification:

**Table: Clarification Format**

Sr. No	Section No.	Clause No.	Page No.	Actual Clause	Clarification Sought
..	..	..	..	..	..

The queries not adhering to the above mentioned format shall not be responded.

### 5.5 Documents Comprising the Bids

The Proposal shall have Two Cover System for this RFP:

- i. Technical Bid.
- ii. Commercial Bid.

Proposal submitted by the Bidder shall comprise the following:

- a. Proposal covering letter and Technical Documents as prescribed in the **Section VII** of this RFP.
- b. Commercial proposal (Commercial Bid Covering Letter along with the price bid) as specified in

**Section VIII** of this RFP.

- c. Photographs, Technical Data Sheet Leaflets, Brochure & CD / DVD of Forensic Equipment offered, should be submitted along with the Technical Bid.

- d. Any other information that is required to be submitted in the proposal process.

Bidders shall furnish the required information on their Qualification and commercial strengths in the enclosed formats only. **Any deviations with respect to this may make the Bid liable for rejection.**

## 5.6 Prices

- a. The Prices shall be quoted in Indian Rupees (INR).
- b. Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by UPLC/Department Head Office of Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- c. The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.
- d. The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- e. The UPLC has right to accept any lower or higher rates of the tenders without assigning any reason.
- f. The validity of the rates should be at least for six months from the date of opening of the tender.
- g. Bill to be submitted in triplicate by the firm in the name as mentioned in Purchase Order. Normally payment of bill will be made within 30 days but in case of delay no interest will be paid.

## 5.7 Bid Security (Earnest Money Deposit)

- a. Bidders shall submit Tender Fee and Bid security or Earnest Money Deposit (EMD) of ₹ 1,00,000.00 (Rupees One Lakh only), in the form of a Demand Draft / Banker's Cheque in favour of "U.P. Electronics Corporation Limited" payable at Lucknow at the time of opening of

Bid. However Bidder should scan and upload the copy of EMD in their technical bid. EMD in any other form will not be entertained.

- b. The EMD of all unsuccessful Bidders would be refunded by UPLC. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
- c. Bid without adequate Bid security/EMD shall be rejected without providing any opportunity to the Bidder concerned.
- d. If any firm will be defaulter of any terms and conditions given above the undersigned has right to deduct the, part or full amount of the Earnest money/ Security money deposited by the firm, firm may be black listed and legal action may be taken.

### **5.8 Bid Validity Period**

- a. The proposals shall be valid for a period of twelve (12) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, **UPLC** may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

### **5.9 Modification and Withdrawal of Bids**

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

### **5.10 Opening of Bids**

#### **5.10.1 Opening of Technical Bid**

The Bid shall be opened in the presence of Bidders' representatives (only one) who choose to attend the Bid opening sessions on the specified date, time and address. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for UPLC, the Bids shall be opened at the same time and location on the next working day.

### **5.10.2 Evaluation of Qualification Bid**

#### **Qualification Bid:**

- a. Tender Evaluation Committee [TEC] duly appointed by UPLC shall evaluate the Technical Bids.
- b. The evaluation shall be done for only those Bidders, whose Bid Document Fees &EMD amount is in order as per the RFP.
- c. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- d. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- e. TEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
- f. Conditional Bids will be rejected.
- g. The decisions of the Tender Evaluation Committee on whether the tenders are responsive or non-responsive will be final.
- h. A Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

### **5.10.3 Bids Not Considered For Evaluation**

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

#### **5.10.4 Criteria for Evaluation and Comparison of Technical Bids**

- a. Bidders need to fulfill all the qualification conditions mentioned in Qualification Criteria of the RFP. Tender Evaluation Committee [TEC] will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order
- b. The Bidder needs to strictly adhere to the formats provided in **section VII** and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- c. All relevant documentary proofs should be submitted along with the offer. Failure to submit the Documents along with the offer could result in disqualification of the Bid.

#### **5.10.5 Opening of Financial Bids**

- a. Only the Financial Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Tender Evaluation Committee/ Tender Inviting Authority shall be opened in the second round.
- b. The Financial Bid shall be submitted in the format given in this document as Financial Bid Form (**Format – 8.2**) which should be uploaded as XLS file on e-tender portal. The Financial Bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- c. The Price offered should be given strictly on the format given in the Financial Bid only. The Bidder must quote all items.
- d. If the contract attracts any statutory deductions, the same will be deducted while settling the payment.
- e. There should not be any hidden costs.

#### **5.10.6 Comparison of Financial Bids**

- a) The commercial quotes of the **Lowest** Bidder shall be notified as L1. In case L1 offers to execute the work as per the schedule and location specified in the RFP, the Tender Evaluation Committee [TEC] then shall have the rights to give the order to the L1.
- b) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again. L1 shall however be blacklisted from participating in any future bidding of UPLC projects and are liable for legal action by UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh.
- c) Quote rates including packing, forwarding, insurance, installation FOR destination any where in U.P. excluding all taxes and duties. However. GST, Entry Tax, other taxes and levies etc.,

should be mentioned separately. Rates should be quoted in two parts: 1- Cost of equipment with Three years on site comprehensive warranty, 2-. Year wise charges for onsite comprehensive annual maintenance contract from 4th &5th year.

- d) **The Unit Price quoted by bidder should be inclusive of all Taxes (Entry Tax, other taxes and levies etc.) except GST.**

### **5.11 Negotiation**

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, UPLC shall reserve the right to negotiate with the Bidder whose "Commercial Bid" has been ranked L1 by the committee based on the evaluation of the proposals.

### **5.12 Rectification of Errors**

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. The person signing the proposal form before submission, failing which the figures for such items may not be considered, if any, should initial all corrections.
- b. Arithmetic errors in proposals will be corrected as follows:

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

### **5.13 Contacting UPLC / Department**

- a. No Bidder shall contact the UPLC / Department on any matter relating to its Bid, from time of opening to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to UPLC. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of his Bid security.

### **5.14 UPLC's Right to Accept Any Bid and to reject any or All Bids**

UPLC reserves the right to accept or reject any proposal, and to annul the tendering process and

reject all proposals at any time prior to award of work, 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 UPLC's action.

## **5.15 Notification of Award**

### **5.15.1 Notification to Bidder**

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, UPLC will promptly notify each unsuccessful Bidder and return their EMD.

### **5.15.2 Signing of Agreement**

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder.

## **5.16 Discharge of Bid Security**

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.19. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

## **5.17 Failure to abide by the Agreement**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event UPLC may forfeit the EMD/Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

## **5.18 Bank Guarantee for Performance**

- a. The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in **Section–VII**, payable on demand, for the due

performance and fulfillment of the Agreement by the Bidder.

- b. The Performance Guarantee may be submitted as Bank Guarantee from a Scheduled Bank.
- c. This Performance Guarantee shall be for an amount equivalent to **10%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Agreement period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months, the Performance Bank Guarantee may be discharged/ returned by UPLC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.
- d. Successful Bidder will deposit 10% of the cost of equipment in India as security money and sign a purchase agreement within 7 days after receipt of purchase order on Rs. one hundred non judicial stamp paper at their own cost. Draft of purchase agreement shall be enclosed with the purchase order. Purchase order to the firms, who fail to execute the agreement shall be cancelled and EMD deposited by them shall be Forfeited. Owner/partners of the firm /authorized person will sign purchase agreement. All signatures should be attested by notary. (authorized person will attach authority letter of owner/partners of the firm).
- e. Security Money will be in the form of Fixed Deposit / Bank Guarantee of scheduled Bank in the name of Superintendent of Police / Asstt. Director , Uttar Pradesh Police Computer Center, payable at Lucknow, or in the name of bidder and pledged to Superintendent of Police / Asstt. Director, Uttar Pradesh Police Computer Center, Lucknow, which will be returned after expiry of warranty period.

#### **5.19 Confidentiality of the Document**

This RFP is a confidential document and the Bidders shall ensure that anything contained in this RFP shall not be disclosed in any manner, whatsoever.

#### **5.20 Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
  - i. Proposal not submitted in accordance with the procedure and formats prescribed in this



document.

- ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
- iii. The Bidder qualifies the proposal with his own conditions.
- iv. Proposal is received in incomplete form or Proposal is received after due date and time or Proposal is not accompanied by all the requisite documents.
- v. Information submitted in qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
- vi. Commercial proposal is enclosed in the same envelope as Qualification Proposal.
- vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
- viii. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
- ix. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.
- x. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh.
- xi. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the

Contract in question.

### **5.21 UPLC's right to vary Scope of Work at the time of Award**

- a. UPLC may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:
- b. UPLC / Department reserves the right to vary the quantity of Forensic Equipment equipment & their System Software. The UPLC / Department reserves rights to increase / decrease the specified quantities of Forensic Equipment & their System Software given in the tender. In case, the quantity of Forensic Equipment & their System Software increased then the Bidder is bind to supply and install the Forensic Equipment & their System Software on Contract value. In case, the price of Forensic Equipment & their System Software reduced at the time of billing then the reduced prices will pass on to client department. In case, excise / custom duty and/or goods & service tax (GST) are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by the successful Bidder.
- c. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of UPLC's order for change.

## Section VI – General Conditions of Agreement

### 1.1 Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2018, between U.P. Electronics Corporation Limited having its office at 10, Ashok Marg, Lucknow-226001(hereinafter referred to as the "[UPLC]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, \_\_\_\_\_ (herein after called the "Agency") of the Second Part.

#### WHEREAS

UPLC intends to enable the **SELECTION OF AGENCY FOR SUPPLY & INSTALLATION OF FORENSIC EQUIPMENT AT ANTI TERROR SQUAD (ATS), UP.**

- a. UPLC undertook the selection adopting an open tender route, for Selection of Agency for supply & Installation and operation of Forensic Equipment and issued a Request for Proposal (RFP) dated \_\_\_\_\_ and RFP No- UPLC-HW-ATS-FORENSIC-EQUIPMENT-072018.
- b. UPLC intends to accord to the Agency the right to undertake the Project on the terms and conditions set forth in the Agreement;
- c. The Agency in pursuance of its proposal undertakes the services and any other requirement as per UPLC during the aforesaid period stated here in above.
- d. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.
- e. **The parties** agree that for providing services as per the terms of this Agreement, the Agency shall be paid as per the payment schedule detailed in the RFP.
- f. It will be the responsibility of the Indian agent of foreign principal to clear the consignment from customs and deliver it to Forensic Science Laboratory (U.P.) as specified in the purchase order. The Indian Agent would bear the custom clearance charges (except custom duty), transportation charges, octroi etc. for supply of the goods to ATS, Lucknow, UP.
- g. Custom duty Exemption Certificate will be provided by Forensic Science Laboratory, Mahanagar, Lucknow (U.P)

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
  - (a) Request for Proposal (RFP) (b) Corrigendum
2. The mutual rights and obligations of "UPLC" and the Agency shall be as set forth in the Agreement, in particular:

(a) "UPLC" shall make payments to the Agency in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**In presence of**

**Signed by**

For and on behalf of UPLC

( "UPLC, Uttar Pradesh")

(Witnesses)

(i)

(ii)

(Witnesses)

(Authorized Representative)

(i)

(ii)

For and on behalf of Agency

(Authorized Representative)

## 1.2 Definitions

### a. In this Agreement, unless the context requires otherwise:

- i. "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being.
- ii. "**Agency**" shall mean the Bidder Company after selection through the RFP with whom the order has been placed for Supply and installation of Forensic Equipment as specified in this RFP/Agreement.
- iii. "**Agreement**" means the contents of RFP and specifications including the annexure, and any further amendments issued by UPLC, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.
- iv. "**Agreement Price / Value**" means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- v. "**Bidder**" shall mean an Individual Company registered under the Companies Act, 1956 which participates in the Bidding process.
- vi. "**Bidder's Representative**" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- vii. "**UPLC**" shall mean U.P. Electronics Corporation Limited
- viii. "**UPLC's Representative**" shall mean the person appointed by UPLC from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- ix. "**Day**" means calendar day.
- x. "**Deliverables**" means the services agreed to be delivered by the Agency in pursuance of this Agreement as defined in the RFP
- xi. "**Effective Date**" means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
- xii. "**GoUP**" means the Government of Uttar Pradesh.
- xiii. "**In writing**" means communicated in written form with proof of receipt.
- xiv. "**Personnel**" means professionals and support staff provided by the Bidder and assigned to perform services or any part thereof."
- xv. "**Performance Guarantee**" shall mean the guarantee provided by the Bidder in favor of UPLC for an amount specified in the RFP.

- xvi. **“Project”** shall mean Installation and operation of Forensic Equipment as per directions of Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow for onsite comprehensive warranty for 03 years under the scope defined in RFP.
- xvii. **“RFP” or “Request for Proposal”** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s) and the clarifications, explanations and amendments issued from time to time.
- xviii. **“Service Level Agreement (SLA)”** means the Level of Services to be provided by the Agency as provided in **Section IV** of the RFP
- xix. **“Sign-off”** shall mean a written certification issued by UPLC evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
- xx. **“Third Party”** means any person or entity other than the Government, UPLC, and Bidder.

### **1.3 Representations & Warranties**

- a. The Agency warrants and represents to UPLC that:
  - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - ii. this Agreement is executed by a duly authorized representative of Bidder;
  - iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.
- iv. The Agency should have experience in managing and providing services similar to those as given in the RFP and that it shall perform the services with all due skill, care and diligence.
- v. The services shall be rendered in conformance with all applicable laws, enactments, orders and regulations;
- b. In the event the Agency is unable to meet the obligations pursuant to the implementation of the work & Provision of services and any related scope of work as stated in this Agreement, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the Agency.

### **1.4 Scope of Work/Agreement**

- a. Scope of work shall be as defined in this Agreement, Scope of Work and the Service Level Agreement and annexes thereto of this RFP.
- b. UPLC has engaged the Agency to Supply & Installation of Forensic Equipment with onsite comprehensive warranty period of three years. The Agency is required to perform the work

during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by UPLC in order to meet its requirements (hereinafter 'Scope of Work').

- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- d. UPLC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to the RFP.

### **1.5 Duration of the Agreement**

This Agreement shall come into effect on \_\_\_\_\_ 2018 (hereinafter called the "Effective Date") and shall continue up to the completion of 03 year and further **extended 02 years for annual maintenance on mutual consent**, subject to fulfillment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

### **1.6 Performance Guarantee**

Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from UPLC the successful Bidder shall furnish performance guarantee to UPLC which shall be equal to 10% of the value of the Agreement and shall be in the form of a Bank Guarantee from a Scheduled Bank in the Proforma given in **Section -7**.

### **1.7 Agency's Obligations**

- a. The Agency shall:
  - i. Provide services specified by UPLC and make available the necessary equipment/facilities/services, as may be necessary and other 'Scope of Work' requirements as specified in the RFP and changes thereof.
  - ii. Bring all the tools, equipment along with 2 or 4 strands (whichever necessary) for Supply & Installation of Forensic Equipment by UPLC / Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh.
  - iii. Obtain all necessary approvals from the concerned departments before Supply & Installation of Forensic Equipment on the site specified by UPLC. However, UPLC shall provide full assistance in obtaining the requisite approvals.

- iv. Be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
- v. Ensure that the Agency's Team is competent, professional and possesses the requisite experience appropriate to the task they are required to perform under this Agreement. The Agency shall ensure that the services are performed through the efforts of the Agency's Team, in accordance with the terms here of and to the satisfaction of UPLC. Nothing in this Agreement relieves the Agency from its liabilities or obligations under this Agreement to provide the services in accordance with UPLC directions and requirements and as stated in this Agreement and the Bid to the extent accepted by UPLC.
- vi. Monitor progress of all the activities specified in the Agreement and submit free of cost Forensic Equipment uptime report every 3 months or more or as and when required by the UPLC.
- vii. Be deemed to mean that the Agency possesses the knowledge of all the requirements pertaining to the installation, Transportation, operating, running as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
- viii. The Agency shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities, nature of the works and equipment necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of Inspection and/or Manpower deployment, Agency detects any obstructions affecting the work, the Agency shall take all measures to overcome them.
- ix. Agency shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the work. The consideration provided in the Agreement for the Agency undertaking the work shall cover all the Agency's obligation and all matters and things necessary for proper execution of the work in accordance with the Agreement and for complying with any instructions which UPLC's representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Agency takes in the absence of specific instructions from UPLC's representative.

### **1.8 Statutory Requirements**

During the tenure of this Agreement nothing shall be done by the Agency in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep UPLC indemnified in this regard.

### **1.9 Risk Management**

Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Agency under this Agreement. Agency shall underwrite all the risk related to its



personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Agency or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. UPLC or Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow will have no liability on this account.

### **1.10 Indemnity**

- a. The Agency shall indemnify UPLC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:
  - i. Any negligence or wrongful act or omission by the Agency or the Agency's Team in connection with or incidental to this Agreement; or
  - ii. A breach of any of the terms of Agency's Bid as agreed, the RFP and this Agreement by the Agency or the Agency's Team.
- b. The indemnity shall be to the extent of 100% in favour of UPLC.

### **1.11 Term and Extension of the Agreement**

- a. The term of this Agreement shall be for a period as indicated in the Agreement and Agreement shall come to an end on expiry of such period as per **section VI**.
- b. UPLC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

### **1.12 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement.

### **1.13 Payment Schedule**

- a. Payments will be released by UPLC only on satisfactory acceptance of services by UPLC / Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh.
- b. Bidder have to accept one of the following payment terms.
  - b.1 OPTION-A: ON CAD TERMS i.e. 100% payment by Swift/ Wire Transfer to bidder's Bank Account upon submission of required documents together with certificate of acceptance of equipment by the end-user's Department/Consignee to release 100% payment to the supplier.

- b.2 OPTION-B: On LC Terms i.e. Letter of Credit for 100% value of the purchase order shall be established. Payment shall be released to the supplier by the Bank upon submission of documents to the bank by the beneficiary together with certificate of acceptance of equipment by the end users Department/Consignee after its installation. Bank charges in India shall be born by us whereas all bank charges in the foreign country, including confirmation charges of Letter of Credit, shall be to the account of the supplier.
- c. All payments to be made to the Agency shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, service tax, charges and levies (central or state or local); will be to the account of Agency. The taxes shall be applicable at the time of billing.
- d. The Agency shall also bear all personal/income taxes levied or imposed on its personnel on account of payment received under this Agreement. Agency shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the UPLC for the work done under this Agreement.

#### **1.14 Invoicing**

- a. In respect of its remuneration, the Agency shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Agency submit its invoices in accordance with the following principles:
- i. UPLC shall be invoiced by the Agency for Supply & Installation of Forensic Equipment.
  - ii. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification for the respective deliverables linked with the payment, failing which the UPLC reserves the right to reject the invoices.
  - iii. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where UPLC disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow under this Section shall not entitle the Agency to delay or withhold provision of the Services.
  - iv. Payment for invoices shall be made within 30 working days of the receipt of Invoice by UPLC upon completion of the said activities as mentioned in the Agreement.

### **1.15 Default by the Agency**

The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an event of default on the part of the Agency. The events of default as mentioned above may include but not limited to inter alia the following also:

- a. The Agency has failed to Supply & Installation of Forensic Equipment as per Scope of Work and the Technical specifications set out in the RFP.
- b. The Agency has failed to adhere to any of the key performance indicators as may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC.
- c. The Agency has failed to conform with any of the Service/Specifications/standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by UPLC during the term of this Agreement and which UPLC deems proper and necessary for the execution of the scope of work under this Agreement.
- d. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.
- e. The Agency has failed to comply with or is in breach or contravention of any applicable laws.
- f. In the event of default, UPLC may by a written notice of suspension to the Agency, suspend all payments to the Agency under the Agreement.
- g. UPLC reserves the right to terminate the Agreement with 30 days notice.

### **1.16 Termination of the Agreement by Agency**

- a. UPLC retain such amounts from the payment due and payable by UPLC to the Agency of overall Agreement value for 03 years as may be required to offset any losses caused to UPLC as a result of such event of default and the Agency shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC in this regard. Nothing herein shall affect the continued obligation of the Agency to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the Agency may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.

### **1.17 Termination**

#### **a. By UPLC:**

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in

paragraphs (i) through (vii) of this **Section 6.17**. In such an occurrence “UPLC” shall give a not less than thirty (30) days’ written notice of termination to the Agency, and sixty (60) days’ in case of the event referred to in (viii).

- i. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension here in above, within thirty (30) days of receipt of such notice of suspension or within such further period as UPLC may have subsequently approved in writing.
  - ii. If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if UPLC apprehends a similar event regarding the Agency, it can exercise the right of termination in the manner stated hereinabove.
  - iii. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. If the Agency, in the judgment of UPLC, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
  - v. If the Agency submits to UPLC a false statement which has a material effect on the rights, obligations or interests of UPLC.
  - vi. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC.
  - vii. If the Agency fails to provide the quality services as envisaged under this Agreement. The Committee shall be constituted to monitor the progress of the services. This Committee shall make judgment regarding the poor quality of the services, the reasons for which shall be recorded in writing. The Committee may decide to give 15 days time to the Agency to improve the quality of the services and Agency fails to improve the quality of services.
  - viii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
  - ix. If UPLC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- b. UPLC reserves the right to terminate the Agreement in case Agency gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of the project or if Agency is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Agency.
  - c. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPLC will decide the appropriate course of action.

d. The termination provisions set out in this Agreement shall also apply to the SLAs.

**e. By the Agency:**

The Agency may terminate this Agreement, by not less than Ninety (90) days' written notice to "UPLC", in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

- i. If UPLC fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- ii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- iii. If UPLC fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If UPLC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by UPLC of the Agency's notice specifying such breach.

**f. Cessation of Rights & Obligations:**

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. Such rights & obligations as may have accrued on the date of termination or expiration
- ii. The obligation of confidentiality set forth in the Agreement hereof,
- iii. The Agency's obligation to permit inspection, copying and auditing of their accounts and records and any right which a Party may have under the Applicable Law

**g. Cessation of Services:**

Upon termination of this Agreement by notice of either Party to the other pursuant to the Agreement hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the work to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Services by the Agency should continue at least for a period of 30 days unless UPLC waives such period.

**h. Payment upon Termination:**

Upon termination of this Agreement pursuant to **Section VI** here of, "UPLC" shall make the following payments to the Agency:

- i. If the Agreement is terminated pursuant to Payment Schedule here of for services satisfactorily performed prior to the effective date of termination,

- ii. If the Agreement is terminated pursuant to the Agency shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC may also impose liquidated damages as per the provisions of this Agreement. The Agency will be required to pay any such liquidated damages UPLC within 30 days of termination date.

### **1.18 Penalty**

In the event, the Agency fails to meet the Project responsibilities as stipulated in the SLAs or any damages caused by Agency including its employees, contractors to UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow properties, personnel, data etc, the Agency shall be liable for penalty as per the RFP. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement.

### **1.19 Liquidated Damages**

In the event, the Agency (i) fails to meet the milestones provided as per the RFP, UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire performance guarantee and even terminate the Agreement.

The parties hereby agree that due to negligence of any party, if the other party suffers losses, damages the quantification of which may be difficult, a reasonable estimate of the damages shall be constructed and both the parties agrees to pay such liquidated damages, as per the provisions of this Agreement. The amount of liquidated damages under this Agreement shall not exceed 10% of the total value of the Agreement.

### **1.20 Approvals**

The Agency shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities. Further, the Agency shall be responsible to get required documentation completed for obtaining such approvals. The Agency shall undertake to do all such acts and deeds as required to ensure that the approvals are obtained only with prior approval of department. UPLC shall extend all reasonable assistance to the Agency in this regard.

### **1.21 Dispute Resolution**

#### **a. Amicable Settlement**

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party

receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **Section 5.19** shall become applicable

**b. Arbitration**

- i. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach there of, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.
- ii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

**c. Adjudication by Regulator Authority or Commission**

In the event of constitution of a statutory Regulatory authority or Commission appointed by Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow with powers to adjudicate upon disputes between UPLC and the Agency, all Disputes arising after such constitution shall instead of reference to arbitration, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

**d. Arbitration Decision**

The decision of the Arbitrator shall be final and binding upon both parties.

**e. Arbitration Expenses**

The expenses of the arbitrator as determined by the arbitrator shall be shared equally by UPLC and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall state the reasons for the award.

**f. The provisions of Dispute Resolution clause shall survive termination.**

**1.22 Limitation of the Bidder's Liability towards UPLC**

- a. Except in case of gross negligence or willful misconduct on the part of the Agency in carrying out

the services, the Agency, with respect to damage caused by the Agency to UPLC's property, shall not be liable to UPLC:

- i. for any indirect or consequential loss or damage;
  - ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Agency may be liable to receive from any insurance maintained by the Agency to cover such a liability, whichever is higher
- b. This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.
  - c. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.
  - d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.
  - e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of twenty four months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
  - f. UPLC shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

### **1.23 Conflict of Interest**

- a. The Agency shall hold UPLC's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or its own corporate interest.
- b. The Agency should not be engaged in any such business (excluding any work assigned to them by UPLC), which has conflict of interest with the Project for which the Bids are being submitted.
- c. Interest with one or more parties in this Bidding process. Participation by Bidder(s) with a conflict of interest situation would be examined by UPLC and appropriate decision would be taken which may also include disqualification of all Bids in which it is involved.
- d. A firm shall be considered to have a conflict of interest if:
  - i. Such firm is providing consulting/monitoring services directly related to the implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Agency) which together are performing the Contractor's obligations under a



turnkey or design and built Contract; or

- ii. Such firm (including its personnel) has a close business or family relationship with a professional staff of UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh or;
- iii. Who are directly or indirectly involved in the preparation of the Bidding documents or specifications of the Agreement, and/or the Bid evaluation process of the Agreement.

#### **1.24 Governing Language**

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.

#### **1.25 “No Claim” Certificate**

The Agency shall not be entitled to make any claim, whatsoever against UPLC under or by virtue of or arising out of this Agreement, nor shall UPLC entertain or consider any such claim, if made by the Agency after he shall have signed a “No claim” Certificate in favor of UPLC in such forms as shall be required by UPLC after the works are finally accepted.

#### **1.26 Force Majeure**

a. Definition

- i. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment

required hereunder

- b. No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- c. Measures to be taken
  - i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
  - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
  - iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
  - iv. During the period of an event of Force Majeure, the Agency, upon instructions by UPLC, shall continue with the services to the extent possible, in which case the Agency shall continue to be paid under the terms of this Agreement.
  - v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Section 6.21**.

In the event the Force Majeure substantially prevents, hinders or delays the Agency performance of services necessary for the operation of UPLC's critical business functions for a period in excess of 15 days, UPLC may declare that an emergency exists. UPLC will issue a notice to the Agency to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Agency is not able to resume services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate Agency and costs incurred by UPLC in obtaining such services from alternate Agency shall be recovered by UPLC from Agency. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

## 1.27 General

- a. The Bidder shall not assign to others, in whole or in part, their obligation to perform under

the Agreement.

- b. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.
- c. The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.
- d. Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.
- e. Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.
- f. **Ethics:** Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of UPLC, or the Department or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of UPLC's standard policies and may result in cancellation of this Agreement.
- g. **Notice:** Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by Registered Post or by facsimile transmission and shall be addressed to the other Party's principal or registered office address as set out in the RFP.

## 1.28 Exit Management

- a. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by the parties (UPLC & Agency).
- b. UPLC shall be entitled to serve notice in writing on the Agency at any time during the exit management period as detailed hereinabove requiring the Agency to provide UPLC with a complete and up to date list of the Assets.
- c. In case of termination, UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow shall pay to the Agency on the last day of the exit management period.
- d. Before the expiry of the exit management period, the Agency delivers relevant records and reports pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
- e. The Agency obtains a No Objection Certificate from UPLC.

### **1.29 Miscellaneous provisions**

- a. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b. Any failure or delay on the part of any Party to exercise right or power under this Agreement shall not operate as waiver thereof.
- c. The Agency shall notify UPLC of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.
- d. The Agency shall be jointly and severally liable to and responsible for all obligations towards UPLC for performance of works including that of its Associates under the Agreement.
- e. The Agency shall at all times indemnify and keep indemnified UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow / Government of Uttar Pradesh, against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- f. The Agency shall at all times indemnify and keep indemnified UPLC/Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow / Government of Uttar Pradesh against any and all claims by Employees, Workman, Contractors, Agency, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- g. All claims regarding indemnity shall survive the termination or expiry of the Agreement

## Section VII- Format for Response to RFP: Qualification Bid

### 7.1 Format 1 –Proposal Covering Letter

[Date]

To,

The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow - 226 001

Phone:- 0522- 2286808, 2286809, 2288750 Fax: 0522-2288583 E-mail: [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: - [www.uplc.in](http://www.uplc.in)

**Ref: Request for Proposal (RFP): Qualification Bid for 'SELECTION OF AGENCY FOR SUPPLY & INSTALLATION OF FORENSIC EQUIPMENT AT ANTI TERROR SQUAD (ATS), UP.**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply & Installation of Forensic Equipment as outlined in the RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, UP.

We attach hereto the qualification response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, we shall adhere to the scope of work of this RFP or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Guarantee in the format given in the RFP issued by a Scheduled Bank in India, acceptable to the UPLC, for a sum equivalent to 10% of the total price as quoted in our commercial proposal for the due performance of the Agreement.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP and also agree to abide by this RFP response for a period of six months from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal Agreement is prepared and executed, this RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding Agreement between us and the UPLC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UPLC is true, accurate, and complete. This proposal includes all information necessary to ensure that the



**7.2. Format 2 - General Information about the Bidder**

Detail of Bidder / Company				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/Pvt. Ltd)			
4.	Details of Registration of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid GST no.			
7.	Permanent Account Number (PAN)			
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
9.	Telephone No. (with STD Code)			
10.	E-Mail of the contact person:			
11.	Fax No. (with STD Code)			
12.	Website			
13.	Financial Details (as per audited Balance Sheets) (in Crores)			
14.	Year	2016-17	2015-16	2014-15
15.	Turn Over			

Date:

(Seal Here)

### 7.3. Format 3 - Financial Information

#### Annual Turnover of the Bidder (As per Point 5 of Section II)

Turnover of the Bidder (Amount INR)				
Financial Year 2016-17	Financial Year 2015-16	Financial Year 2014-15	Indicate the page number where the details are provided	Conversion rate (if applicable)

#### Documentary Proof Required:

Audited Profit and Loss Statement and Balance sheet

Statutory Auditor Certificate/Certificate from Company Secretary clearly specifying the turnover for the specified years.



#### 7.4. Format 4 - Format for Past Experience

Please provide only one citation for each category as per the Qualification criteria in the format provided below as per point 3 of Section II. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.**

Project Title:			
(Attach separate sheet for each Project)			
Country		Address	
Name of Client			
Type of Client (Govt./PSU/Others)		Order Value of the Project/Revenue Generated (in Lacs)	
		Revenue Generated (in Lacs) year-wise (please state the year and the revenue generated)	
		Current Conversion Rate(if applicable)	
Duration of the Assignment		Start Date (month/year):	
Location of the Assignment		Date of successful implementation /completion (month/year):	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
Email Id			
Brief Description of Project:			

**Documentary Proof Required:**

Copy of Work order

Certificate of successful operation by the client OR self-certificate attested by the client.

### 7.5. Format 5 - Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow - 226 001

0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: upclcko@gmail.com Website: www.uplc.in

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding **SELECTION OF AGENCY FOR SUPPLY & INSTALLATION OF FORENSIC EQUIPMENT AT ANTI TERROR SQUAD (ATS), UP.**

I hereby declare that my Company has not been debarred/black listed by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. There is no dispute between the bidder and state Govt./UP Police. The bidder has no link with Mafia or some unsocial elements or organized crime. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Documentary Proof Required:**

Bidder should submit an affidavit on 10 rupees stamp paper (original) along with EMD/Tender Fees at the time of opening of technical bid, however the scan copy of these documents should be uploaded along with technical bid.

## 7.6. Format 6 – Proforma of Bank Guarantee towards Performance Security

### PERFORMANCE GUARANTEE

Ref No..... Bank Guarantee No .....

Dated : .....

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request \_\_\_\_\_/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3 We undertake to pay to the Government any money so demanded notwithstanding any

dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4 We, \_\_\_\_\_(indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed \_\_\_\_\_ office/ Department \_\_\_\_\_ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and \_\_\_\_\_ accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_(indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, \_\_\_\_\_(indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_

(Indicate the name of Bank).

**Instructions for furnishing Bank Guarantee**

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

### 7.7. Format 7 – Technical compliance format

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
1	हार्डवेयर बेस्ड इमेजिंग टूल मॉडल: TD2	<p>Greater than 2TB HARD DRIVES support</p> <p>Forensically duplicates HDD's faster than ever-up to 15 GB/min while concurrently calculating MD5 and SHA-1 hashes.</p> <p>Standard features include Dist-to-Disk (clone) and Disk-to-File (image) duplication, Format, Wipe, Hash (MD5 or SHA-1), HPA/DCO detection and removal, and Blank Disk Check. Make on (1:1), Two(1:2), or three (1:3) copies of evidence drives. Acquisitions of USB 3.0, SATA, and IDE/PATA devices can be directed to either USB 3.0 or SATA output devices.</p> <p>Option to acquire SAS drives with additional modules outputs to raw DD, .e01 (compressed), .ex01 (compressed), or .dmg formats USB 3.0 convenience and speed built inextensive log files is easy to view and save Built-in, user-selectable MD5 and SHA256 verification Hash re-verification on read from destination(s)-user-selectable Colour LCD user interface</p>	01	03 Years Onsite Comprehensive			
2	हार्डवेयर बेस्ड इमेजिंग टूल: TD3 Forensic Imager with SAS Protocol Module	<p>Portable kit which contains a complete family of hardware write blockers along with adapters and connectors Should include USB 3.0 IDE/SATA, SAS, USB3, FireWire, Forensic Card Reader, Power Supplies, Cables and Adapters.</p> <p>All Write Blockers and accessories should be organized in a ruggedized pelican case Used in acquiring a forensically sound image of virtually any hard drive or storage device you may encounter All drive interface cables, connectors/adapters</p> <p>Kit Should include a high performance, reliable, and easy to use forensic duplicator – with a high resolution, touch screen User interface (UI). It supports forensic imaging of SATA, IDE 3.0, SAS,</p>	01	03 Years Onsite Comprehensive			

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad (ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		and FireWire (1394 A/B) storage devices and iSCSI network shares. Disk-to-File Duplication (Compressed .e01 & .ex01), Dist-to-Disk Duplication (Cloning), Compute Hash Values, Verify Hash Values, HPA/DCO Disable, Blank Check Drives, Format Drives, Wipe Drives, Display, Print, and Save Logs, Secure User Profiles High-resolution, color touch screen user interface, used to control and monitor ongoing operations. Wizard driven UI uses simple touch gesture to select and initiate all functions Network based forensic acquisitions, remote triage applications, or network based "write blocking", the Forensic Imager 3 comes with an integral network connection. View Drives and Collect Evidence as a Remote Write Blocker Imaging of all Mac Machines without the need to remove the Hard from the mac machine.					
3	राइट ब्लॉकर्स मॉडल: Ultra kit 4	Portable kit which contains a complete family of hardware write blockers along with adapters and connectors Should include USB 3.0 IDE/SATA, SAS, USB3, FireWire, Forensic Card Reader, Power Supplies, Cables and Adapters. All Write Blockers and accessories should be organized in a ruggedized pelican case Used in acquiring a forensically sound image of virtually any hard drive or storage device you may encounter select the appropriate Write Blocker and attach it to the source drive and use your desktop or laptop to acquire a forensically protected disk image to an internal drive or externally connected drive enclosure. Support for IDE/SATA, SAS, USB, Firewire All drive interface cables, connectors/adapters Built-in, user-selectable MD5 and SHA256 verification All of content of the kit should be skillfully bundled in a rugged pelican waterproof case perfect for field acquisition.	01	03 Years Onsite Comprehensive			
4	फॉरेंसिक सिस्टम मॉडल: Forensic Recovery of evidence device (FRED)	<ul style="list-style-type: none"> <li>23 3/4" High, 8 3/8" Wide, 25 1/4" Deep-80 lbs</li> <li>Intel Core i7-6800K CPU (Hex Core Processor), 3.4 GHz, 15MB Intel Smart Cache</li> <li>32 GB (2x16GB) PC3-17000 DDR4 2133 MHz Memory</li> <li>1x256 GB Solid State SATA III Drive</li> </ul>	01	03 Years Onsite Comprehensive			



RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad (ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<ul style="list-style-type: none"> <li>- OS Drive</li> <li>• 1x256 GB Solid State SATA III Drive</li> <li>- Temp/Cache/DB Drive</li> <li>• 1x4.0 TB 7200 RPM SATA III Hard Drive – Data Drive installed in HotSwap Bay1</li> <li>• Nvidia GTX 1050Ti 4GB 128 bit DDR5 PCI-Express Video Card with 1 Display Port, 1 HDMI, and 1 DVI-D Ports</li> <li>• 22" Wide Screen LCD Monitor with Built-in Speakers</li> <li>• Windows 10 Professional (64 bit) Hardware Write Blocking:</li> <li>• USB 3.0 integrated forensic bridge for acquisition process monitoring providing ultimate flexibility for write-blocked acquisitions from different types of storage media: IDE, SATA, SAS, USB 3.0/2.0, FireWire IEEE 1394b and PCIe port with simultaneous imaging of two suspect drive on any 2 ports and Front Panel Write Protect Lock/Unlock Feature for Read and write mode capabilities for all device ports</li> </ul>					
5	पोर्टेबल फॉरेंसिक वर्कस्टेशन मॉडल: Freddie Forensic Recovery of Evidence Device (Diminutive Interrogation Equipment)	<ul style="list-style-type: none"> <li>• i7-6900K 8 Core [T1050], 15MB Intel Smart Cache</li> <li>• 32 GB (2x16GB) PC3-17000 DDR4 2133 MHz Memory</li> <li>• 1 x 256 GB Solid State SATA III Drive – OS Drive</li> <li>• 1 x 128 GB Solid State SATA III Drive – Temp/Cache/DB Drive</li> <li>• 1 x 2.0 TB 7200 RPM SATA III Hard Drive – Data Drive installed in HotSwap Bay1</li> <li>• Nvidia GTX 750Ti 2GB 128 bit DDR5 PCI-Express Video Card with 1 VGA (D-Dub), 1 HDMI, and 2 DVI-D Ports – supports up 4 displays</li> <li>• Windows 10 Professional (64 bit)</li> <li>• Hardware Write Blocking: Integrated IDE Drive Write BlockerIntegrated SATA Drive Write BlockerIntegrated SAS Drive Write BlockerIntegrated USB 3.0/2.0 Write BlockerIntegrated FireWire IEEE 1394b Write BlockerIntegrated PCIeWrite Blocker</li> <li>• Write-Block and Read/Write visibility via Lock/Unlock LEDs</li> <li>• Read and write mode capabilities for all device ports controlled via internal DIP switches</li> <li>• Allows simultaneous imaging of 2 attached devices</li> </ul>	01	03 Years Onsite Comprehensive			

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad  
(ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<ul style="list-style-type: none"> <li>• Digital Intelligence Forensic Media Card Reader – Read-Only and Read/Write switchable</li> <li>• ATX Aluminum Portable Case with Internal speakers, 17" Active TFT LCD Video</li> <li>• Display Panel, and Integrated Windows Keyboard w/Touchpad 500 Watt ATX Modular power supply</li> <li>• i7 Motherboard with Intel X99 Chipset</li> <li>• 7 PCI-Express 3.0(x16) Slots</li> <li>• 8 ports Intel 6 Gb/s SATA Express Controller (or 2 x SATA 6 Gb/s ports)</li> <li>• 1 ports ASMedia SATA Express Controller (or 2 x SATA 6 Gb/s ports)</li> <li>• 8 Channel High Definition Audio CODEC featuring Crystal Sound 2</li> <li>• 2 RJ45 LAN ports (Intel I210-AT, 1 x Gigabit LAN Intel I218LM, 1 x Gigabit LAN Controllers)</li> <li>• 2 eSATA 6 Gb/s ports – AS Media Controller</li> <li>• 11 USB 3.0/2.0 ports – 11 Side Mounted Left</li> <li>• 2 USB 3.1 ports – 2 Side Mounted Left</li> <li>• 1 Write Blocked USB 3.0/2.0 ports – Side Mounted Right</li> <li>• 2 FireWire IEEE 1394b (800 MB/s) ports – 1 Back Mounted, 1 Front Mounted (Write Blocked)</li> <li>• 4 x 2.5" SATA Drive Chassis with external access</li> <li>• 1 x HotSwap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays</li> <li>• BD-R/BD-RE/DVD±RW/CD±RW Blu-ray Burner Dual-Layer Combo Drive</li> </ul>					
6	फील्ड फॉरेंसिक डिवाइसेज मॉडल: VPER – Versatile Preservation & Examination Responder Kit	Included: Ultrakit and Software OS: Windows 10 Pro – 64 bit CPU: i7-8700K 6 Core 3.7 GHz RAM: 32 GB DDR4 2400 OS Drive: 512GB SSD Temp/Cache Drive: 2TB SSD DATA Drive: 2TB 5400rpm Extra Battery: 01	01	03 Years Onsite Comprehensive			
7	फॉरेंसिक एनालिसिस सॉफ्टवेयर मॉडल: Forensic Toolkit (FTK)	<ul style="list-style-type: none"> <li>• Create images, process a wide range of data types from forensic images to email archives, analyze the registry, conduct an investigation, decrypt files, crack passwords, and build a report all</li> </ul>	01	03 Years Onsite Comprehensive			

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad  
(ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<p>with a single solution.</p> <ul style="list-style-type: none"> <li>• Database driven so that work associated with memory-based tools is not lost in the event of a GUI crash. Compartmentalized components allowing the processing workers to continue processing data without interruption.</li> <li>• Recover passwords from 100+ applications.</li> <li>• KFF hash library with 45 million hashes.</li> <li>• Advanced, automated analysis without the scripting.</li> <li>• True multi-threaded/multi-core support.</li> <li>• Wizard-driven processing ensures no data is missed.</li> <li>• Cancel/Pause/Resume functionality</li> <li>• Real-time processing status</li> <li>• CPU resource throttling</li> <li>• Email notification upon processing completion</li> <li>• Pre-and post-processing refinement</li> <li>• Advanced data carving engine allows you to specify criteria, such as file size, data type and pixel size to reduce the amount of irrelevant data carved while increasing overall thoroughness.</li> <li>• Create, import and export reusable processing profiles with pre-defined processing options for different investigative needs.</li> <li>• Support for 700+ image, archive and file types</li> <li>• Notes NSF, Outlook PST/OST, Exchange EDB, Outlook Express DBX, Eudora, EML (Microsoft Internet Mail, Earthlink, Thunderbird, Quickmail, etc.) Netscape, AOL and RFC 833</li> <li>• Process and analyze DMG (compressed and uncompressed), Ext4, exFAT, VxFS (Veritas File System), Microsoft VHD (Microsoft Virtual Hard Disk), Blackberry IPD backup files, Android YAFFS/YAFFS 2 and many more.</li> <li>• Create and process Advanced Forensic Format (AFF) images.</li> <li>• Supports Window®(32- and 64-bit), Apple®, UNIX® and Linus® operating systems</li> <li>• Comprehensive analysis of volatile</li> </ul>					

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad (ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<p>data</p> <ul style="list-style-type: none"> <li>• Static RAM analysis from an image or against a live system</li> <li>• Enumerate all running processes, including those hidden by rootkits, and display associated DLLs, network sockets and handles in context.</li> <li>• Dump a process and associated DLLs for further analysis in third-party tools.</li> <li>• Memory string search allows you to identify hits in memory and automatically map them back to a given process, DLL or piece of unallocated space and dump the corresponding item.</li> <li>• Provides VAD tree analysis and exposes registry artifacts in memory and will parse and display handle information from memory.</li> <li>• Internet/Chat tab</li> <li>• Advanced Google Chrome analysis</li> <li>• 50+ Internet, Chat, P2P and online game carvers to automatically expose this critical evidence during processing Video thumbnails</li> <li>• Explicit Image Detection auto-identifies potentially pornographic images by analyzing shapes, orientation and flesh tones.</li> <li>• Automated malware triage platform solution, empowering organizations to proactively identify compromised systems. First layer of defense against the risk of imaging unknown devices and allows one to identify infected files and avoid exporting them after processing your data</li> </ul>					
8	<p>फॉरेंसिक एनालिसिस सॉफ्टवेयर मॉडल: Internet Evidence Finder (IEF) With all Optional Modules and Triage</p>	<p>IEF is a computer forensics software product that can recover data from a hard drive, live RAM, or selected files. IEF Recovers More types of Internet-related data</p> <ul style="list-style-type: none"> <li>• Social Networking Artifacts</li> <li>• Instant Messenger Chat History</li> <li>• Webmail</li> <li>• Full Web browser artifacts</li> <li>• P2P file sharing applications IEF Searches in More Places</li> <li>• Entire Logical or Physical Drives: .E01/dd images</li> <li>• Carves in Unallocated space/deleted space</li> <li>• Selected Files (pagefile.sys / hiberfil.sys files, and more)</li> </ul>	01	03 Years Onsite Comprehensive			

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad (ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<ul style="list-style-type: none"> <li>• Live RAM captures &amp; network PCAP files</li> <li>• Entire user-selected folders and sub-folders IEF finds More Relevant &amp; Accurate Data</li> <li>• Patent pending data recovery process</li> <li>• Single search for more than 50 artifacts</li> <li>• Customize your search by artifact(s) and locations to search</li> </ul>					
9	स्टेनोग्राफी डिटेक्शन एण्ड एनालिसिस टूल्स मॉडल: Stego Suit	<ul style="list-style-type: none"> <li>• Solution to quickly, accurately and easily detect steganography programs as a first look in the investigation process.</li> <li>• Results are easily reported back to the investigator of any installed or even previously installed applications.</li> <li>• Capability to scan forensic image of other popular forensic tools such as Encase, FTK, dd, raw, ISO and safeback images.</li> <li>• State-of-the-art anomaly based steganography detection tool.</li> <li>• Once suspected carrier files are found; Stego Watch can automatically scan the entire file system and results are brought back into a easy to read interface with suspected files flagged.</li> <li>• Files flagged are detected with a blind detection technique looking for artifacts within those scanned media files and then displayed with a threat association and notification of any artifacts found. No prior knowledge of steganography programs should be necessary.</li> <li>• Full featured imaging and analysis tool allowing investigators to search for visual clues that steganography has in fact been utilized in both image and audio files. Provided is a file viewing panel which displays the individual file image or audio wave and the file attributes including image details, DCT coefficients, color pairs and more. In order to allow investigators to look for further clues that steganography is in use, we have included filter options that transform the images into one of three different presentations: Intensity, Saturation or Hue. Other filter options display only selected</li> </ul>	01	03 Years Onsite Comprehensive			

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad  
(ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<p>Least Significant Bits (LSBs) of specific colors. Since many steganographic techniques use LSB's for data hiding, viewing the LSBs of an image can sometimes reveal indicators of steganography.</p> <ul style="list-style-type: none"> <li>Built in utility designed to obtain the pass phrase that has been used on a file found to contain steganography. Included with the purchase of the tool are popular password dictionaries in order to execute a dictionary attack.</li> </ul>					
10	<p>मोबाइल फॉरेंसिक टूल मॉडल: UFED4PC Ultimate with Chinex Module</p>	<ul style="list-style-type: none"> <li>All-in-one mobile forensic Software solution adding flexibility and convenience to investigations</li> <li>Trusted technology providing users with all physical, file system and logical extraction capabilities</li> <li>Should come with specialized adaptor to connect mobile handset to mitigate driver issues for various mobile handset.</li> <li>Physical extraction and decoding while bypassing pattern lock/password/PIN from Android devices including HTC, LG, Motorola, Samsung Galaxy S family (including Galaxy SIII and S4), and more</li> <li>Widest support for extraction and decoding from Apple devices running iOS3+</li> <li>Physical extraction from BlackBerry® devices running OS 4-7. Exclusive decoding: BBM data, apps, emails, Bluetooth and more.</li> <li>Physical extraction and decoding from locked Nokia BB5 devices – password extraction from selected devices. Shall allow identification of mobile device by 8 visual elements selections</li> <li>Shall be able to generate MD5 &amp; SHA256 hash signatures for data authentication</li> <li>Shall be able to generate Reports with the organization logo.</li> <li>Shall have advanced image carving capability</li> <li>Shall have entities and hex bookmarking capability</li> <li>Shall have Python scripting facility to enhance decoding and add customized decoding functions according to specific needs</li> </ul>	01	03 Years Onsite Comprehensive			

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad (ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<ul style="list-style-type: none"> <li>• Unrivalled access to locked devices by bypassing, revealing or disabling the user lock code</li> <li>• File system extraction from any device running Windows phone 7.5 and 8 including Samsung, Nokia, HTC, Huawei and ZTE</li> <li>• Should recover physical data from phones with Chinese chipsets. Enables the physical extraction of evidentiary data and passwords from phones manufactured with Chinese chipsets, such as MTK, Spreadtrum and Infineon using specialized proprietary tips at least 25+ tips for Chinese phones and connectors and alligator clips.</li> <li>• TomTom® trip-log decryption, and data extraction from other portable GPS devices</li> <li>• Rich set of decoding: application data, passwords, emails, call history, SMS, contacts, calendar, media files, location information etc.</li> <li>• Contains a unique, rich set of analysis features including timeline, project analytics, malware detection and watch list</li> <li>• Generate and customize easy-to-read reports and customize reports in different formats e.g. PDF, HTML, XML and Excel</li> <li>• Deploys custom boot loaders to ensure forensically sound extractions. Frequent updates to ensure compatibility with new phones as they enter the market</li> <li>• Exhibits multiple locations of a suspect on a single map</li> <li>• Unique evidence verification engine enables validation of recovered artifacts</li> <li>• User-friendly UI</li> <li>• Camera Kit to Add image categories and descriptions in the UFED to generate reports, Capture image/videos of the device as evidence, even when data is not extractable</li> <li>• Case containing specialized Tip Set inbuilt with boot loaders &amp; Proprietary Cable Set, SIM ID Cloning Cards, Micro SIM ID Cloning Cards, Nano SIM ID Cloning, Multi SIM Card Adapter, Memory Card Reader.</li> </ul>					

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad  
(ATS), UP.

क्र०सं०	स्वीकृत उपकरण का नाम	विशिष्टियाँ	Qty	Warranty	Make & Model	Compliance (Yes/No)	Deviations (Specify)
		<ul style="list-style-type: none"> <li>Bidder should be OEM or direct Authorized Distributor or Reseller in India. In case of Distributor/Reseller; OEM/Manufacturer's Authorization for Supply and Service should be attached with the Tender.</li> <li>Bidder should have installed at-least 10 units of the offered product in at-least 5 different Central or State Government Organizations in India. Past Order copies to be attached for supporting the same.</li> <li>Bidder should have at least 3 years of experience in supplying Cyber/Digital Forensic tools and setting up cyber labs in various organizations in India</li> </ul>					
11	मोबाइल फॉरेंसिक टूल मॉडल: Oxygen Forensic Suit Analyst	Live device acquisition – Yes Android devices rooting – Yes Device backups import – Yes Android and iOS images import – Yes Saving data to OFB backup – Yes Device data reports – Yes (PDF, RTF, XLS, HTML, XML, CSV, TSV, etc.)	01	03 Years Onsite Comprehensive			



## Section VIII- Format for Response to RFP: Financial Bid

### 1.1 Format 1 - Commercial Bid Letter

To,

The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow - 226 001

Phone:- 0522- 2286808, 2286809 Fax: 0522-2288583

E-mail: uplclko@gmail.com Website: www.uplc.in

Sir,

**Subject: Selection of Agency for SELECTION OF AGENCY FOR SUPPLY & INSTALLATION OF FORENSIC EQUIPMENT AT ANTI TERROR SQUAD (ATS), UP.**

**Reference:** RFP No:<RFP REFERENCE NUMBER>Dated<DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail the entire RFP in respect of Selection of Agency for Supply & Installation of Forensic Equipment at the for Headquarter, Anti Terror Squad (ATS), Lucknow, Uttar Pradesh, Lucknow do hereby propose to install, operate & run the aforesaid Forensic Equipment specified in the RFP number <RFPREFERENCE NUMBER> Dated <DD/MM/YYYY>.

All the prices mentioned in the RFP are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 365 calendar days from date of opening of the RFP.

We hereby confirm that our price for Forensic Equipment as detailed in the RFPs is including all taxes. However, all the taxes are quoted separately under relevant sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Goods & Service tax, Professional and any other corporate Tax payable under the law, we shall pay the same.

We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in RFP.

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

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These

prices are indicated in **Format 2 (Section VIII)** attached as part of the RFP.

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in **Section -VII**.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a proposal you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 1.2 Format 2 – Cost summary

- a) Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- b) All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed)
- c) It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and / or payable.
- d) UPLC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e) UPLC shall take into account all taxes, duties & levies for the purpose of evaluation
- f) The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- g) In case of billing for supply of good will be from out of state then Road permit / e-Way Bill Challan should be submitted to UPLC
- h) Bidders note that all equipment should have On Site Comprehensive Warranty of the equipment (including software and hardware) will be THREE YEARS on parts and labour from the date of supply and successful installation. Maintenance work of the supplied equipment shall be done by the supplier firm during warranty period.
- i) The Unit Price quoted by bidder should be inclusive of all Taxes (Entry Tax, other taxes and levies etc.) except GST.
- j) The bidder should quote the rates as per detailed specification of items mentioned in Section 3.3 (Under Scope of Work), which is summarized below:-

SN	Particulars of Equipment as per detailed specifications mentioned in Clause Number 3.3 of RFP (A)	Quantity (B)	Unit Cost (C)	GST % (D)	GST Amount (E)	Total (C+E)xB
1	<b>Hardware Based Imaging Tool Model: TD2</b>	01				
2	<b>Hardware Based Imaging Tool Model: TD3</b> Forensic Imager with SAS Protocol Module	01				
3	Right Blockers Model: Ultra kit 4	01				
4	<b>Forensic System Model:</b> Forensic Recovery of evidence device (FRED)	01				
5	<b>Portable Forensic Workstation Model:</b> Freddie Forensic Recovery of Evidence Device (Diminutive Interrogation Equipment)	01				
6	<b>Field Forensic Devices Model:</b> VPER – Versatile Preservation & Examination Responder Kit	01				

RFP for Selection of Agency for Supply & Installation of Forensic Equipment at Anti Terror Squad (ATS), UP.

SN	Particulars of Equipment as per detailed specifications mentioned in Clause Number 3.3 of RFP (A)	Quantity (B)	Unit Cost (C)	GST % (D)	GST Amount (E)	Total (C+E)xB
7	<b>Forensic Analysis Software Model:</b> Forensic Toolkit (FTK)	01				
8	<b>Forensic Analysis Software Model:</b> Internet Evidence Finder (IEF) With all Optional Modules and Triage	01				
9	Stenography Dictation and Analysis Tools: Stego Suit	01				
10	<b>Mobile Forensic Tool Model:</b> UFED4PC Ultimate with Chinex Module	01				
11	<b>Mobile Forensic Tool Model:</b> Oxygen Forensic Suit Analyst	01				
<b>Grand Total</b>						

Note: The bidder may quote their price for any single or multiple items from serial no 1 to 10 however the L-1 will be decided on basis of financial comparison of minimum 2 qualified bids for each/multiple item(s).